HANSON G. CASHELL

REGISTER OF WILLS

MONTGOMERY COUNTY

ROCKVILLE, MD.

State of Maryland, Montgomery County, Sc.:

THE SUBSCRIBER, Register of Wills for Montgomery County, doth hereby certify that it appears by the Records of his office, that LETTERS OF ADMINISTRATION D.B.N. of all the goods, chattels and personal estate of W.Armistead West, deceased, was on the 22nd day of November in the year of our Lord one thousand nine hundred and thirty-eight, granted and committed unto Harry C.West,

(He having filed his Bond, approved by the Court)

who was then and there appointed Administrator d.b.n. of the said deceased.

And further certify that the said Harry C.West is the only child and sole heir of the said W.Armistead West.

IN TESTIMONY WHEREOF, I hereunto subscribe my name, and affix the seal of my office this 22nd day of November, in the year of our Lord nineteen hundred and thirty-eight.

TEST:

Hansan G. Cashen

Register of Wills for Montgomery County.

C-302

MARYLAND, Sct.:

I, Washington Waters, Presiding Judge of the Orphans' Court of Montgomery County, in the State aforesaid, do certify that the aforegoing attestation of Hanson G. Cashell, Register of Wills for said County, is in due form and by proper officer. Given from under my hand, at Rockville, this 22nd day of November, A. D. 193 8.

Washington Waters
Chief Judge.

STATE OF MARYLAND,
Montgomery County, Sct.:

I hereby certify that the Honorable Washington Waters by whom the above certificate was given, and who hath thereto subscribed his name, was at the time of so doing Chief Judge of the Orphans' Court of Montgomery County, duly elected, commissioned and qualified. In testimony whereof, I hereunto subscribe my name and affix the seal of said Court this 22nd day of November, A. D. 193 8.

Test:

Hanson G. Cashell
Register of Wills for Montgomery County.

C-201

Rec'd in Evidence
Oct 31st 1911

GEORGE S. BROWN, et al, Trustee, -vs- THE CHESAPEAKE & OHIO CANAL COMPANY, et al.,	In the Circuit Court for Washington County In Equity- No.4191 Equity.
JAMES SLOAN, Jr., et al., Trustee, -vs- THE CHESAPEAKE & OHIO CANAL COMPANY, et al.	In the Circuit Court for Washington County In Equity- No.4198 Equity.

D E C R E E.

These cases heretofore consolidated coming on to be heard, on final hearing, were argued by Counsel for the respective parties, and being submitted for decree, the bills, answers and other proceedings were read and considered; and it appearing to the Court from the report of the Receivers filed on the Ninth day of June, 1890, and from the other proceedings in the causes, that it is impracticable and inexpedient to direct that the said Canal shall be attempted to be repaired and put in condition for transportation by the agency of receivers of this Court, and by the creation of an additional lien upon the Corpus of the work for that purpose; And it further appearing to the Court that the said Chesapeake and Ohio Canal Company is largely in default, and is insolvent and wholly unable to earn any tolls and revenues, and to pay any part of the principal or interest due to its bounded Creditors, and that a Sale of the said Chesapeake and Ohio Canal and all its works, property and franchises is required for the payment of the Repair Bonds issued under the Act of 1878, Chapter 58, and to the State of Maryland under the

several Mortgages held by said State, as shown in these proceedings; and that upon the pleadings and proof, the Mortgages and liendholders are entitled to a decree for such Sale, subject to Section 5 of the following decree.

SECTION 1.

It is thereupon this Second day of October, 1890, by the Circuit Court for Washington County, sitting as a Court of Equity, in said two cases consolidated, adjudged, ordered and decreed, that all the rights, title and interest of the Chesapeake and Ohio Canal Company in and to its entire line of Canal extending from the City of Cumberland, in Allegany County, to and into the City of Georgetown, in the District of Columbia, and all and singular the lands, tenements, and estates, owned or acquired by the said Chesapeake and Ohio Canal Company, for its construction or repair, its works and appurtenances, and the Site thereof, embracing the entire undertaking and every part thereof, and all tools, implements and boats, built or purchased by the said Company for the use of said Canal, and the water rights and franchises of the said Chesapeake and Ohio Canal Company, wheresoever the same or any part thereof may be situated or held,-be sold as hereinafter prescribed.

SECTION 2.

And it is further adjudged, ordered and decreed, that JOSEPH D. BAKER, ROBERT BRIDGES and RICHARD D. JOHNSON, be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows:

They shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by themselves and

securities to be approved by this Court, or by the Clerk thereof, in the penalty of ONE MILLION OF DOLLARS, conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any future Decree or order in the premises:

They shall then proceed to make the said sale, in front of the Court House, in Hagerstown, having given at least three months notice, by advertisement, inserted in such daily Newspaper or Newspapers published in the Cities of Baltimore, Washington, Richmond, Pittsburg and New York, as they shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in two equal instalments, of one and two years respectively from the day of sale, (or all cash as the purchaser may elect), and the credit payments to bear interest from the day of sale, and to be secured by the Note or Notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustees, and as soon as may be convenient after any such sale, the said Trustees shall return to this Court a full and particular account of their proceedings, relative to such sale, with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, (and not before,) the said Trustees shall, by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs, personal representatives and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Plaintiffs and Defendants, and those claiming by, from or under them, or either of them. And the said Trustees shall bring into this

Court the money arising from said sale, and the Bonds or Notes that may be taken for the deferred payments, to be distributed under the direction of this Court, and as the rights of the parties may be made to appear, and then to be finally decreed, after deducting the costs of this suit, and such commission to the said Trustees as this Court shall think proper to allow, in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

SECTION 3.

And it is further adjudged, ordered and decreed that out of the proceeds of the aforesaid sale, the expenses incurred by the Receivers while in charge of the property (which may remain unpaid) shall be paid, the amount whereof to be ascertained by the Auditor upon the production of the proper vouchers, and the said Receivers shall be allowed by the Auditor such sums as this Court shall determine to be fair and just as compensation to them for their services performed under the order of this Court.

SECTION 4.

And it is further adjudged, ordered and decreed, that before said Trustees above named shall proceed to the execution of this decree, by advertising the said Canal property for sale, under this decree, the parties to these proceedings, or some of them interested therein, shall procure to be passed, by the Supreme Court of the District of Columbia, Sitting in Equity, on the proceedings now pending therein, a concurment or aucillary decree, whereby the receivers heretofore appointed by that Court shall be discharged, and the Canal, and all the property of the Canal Company, situate and being within the District of Columbia, shall become subject to this decree, and the sale hereby authorized to be made.

SECTION 5.

And it is hereby further adjudged, ordered and decreed, upon the petition of the Trustees for the bondholders under the Act of 1844, Ch.281, that the foregoing decree of sale shall be stayed and suspended, upon the compliance with and performance of certain requirements, terms and conditions, by the trustees under the Mortgage of the 5th of June, 1848, or the survivors or survivor of them, or their successors in office, acting for and in behalf of the holders of the bonds issued under the Act of the General Assembly of 1844, Ch.281, that is to say:

FIRST. That said Trustees shall, within Sixty days from the date of this decree, take up and bring into this Court, all the bonds issued, and now outstanding, under the Act of the General Assembly of 1878, Ch.58, or such portion of them as may be taken up, and the amount due upon the residue thereof, in legal tender currency, principal with all interest thereon up to and inclusive of the day of bringing the money into Court, to be paid over to said bondholders under this decree, and shall also bring into this Court, within the time aforesaid, the further sum of Ten Thousand Dollars with which, or such portion thereof as may be required, to pay the expenses incurred by the receivers while in charge of the Canal under previous order, and such compensation to said receivers as may be fixed by this Court;

And upon the bringing in of said money due on the bonds as aforesaid, the said trustees so bringing in the money shall forthwith give ten days notice, in one or more daily newspapers, publiched in the City of Baltimore, of the fact that the money is on deposit in Court to be paid over to the parties entitled thereto, upon presentation and surrender of the

bonds held by them.

SECOND. That upon bringing in the bonds, or the bonds and money, as aforesaid, within the time aforesaid, and the giving the bond hereinafter prescribed, and the procurring of a concurrent or aucillary decree from the Supreme Court of the District of Columbia, sitting in equity, on the proceedings now pending in said Court, or procurring the said proceedings to be dismissed, so that this decree may be operative over the entire Canal, and all the works and property and franchises of the Canal Company, the said Trustees under the Mortgage of the 5th of June, 1848, acting for the holders of the bonds issued under the Act of 1844, Ch.281, shall be subrogated to and stand in the place of the trustees for the holders of the said bonds issued under the Act of 1878, Ch. 58, with all the rights and remedies belonging or pertaining to said Trustees, under the said Act and the Mortgage executed in pursuance of the said last mentioned Act; and to all the rights and remedies of the holders of the bonds issued under the said Act, to the same full extent as if the said bonds were duly assigned to the said Trustees, acting under the Mortgage of the 5th of June, 1848; and thereupon the Receivers appointed by this Court shall surrender to the said Trustees, acting under the Mortgage of the 5th of June, 1848, possession of the said Canal, and all the property of the Canal Company of which they are now in charge; and the said Trustees shall become entitled to the full possession and control of the entire Canal from the City of Cumberland to its terminus in Georgetown, in the District of Columbia, together with all the rights and property of the Canal Company, with power and authority to use and exercise the franchises of said Company, in its proper Corporate name, to the same extent

and to like purposes, and none other, that said Company could or might do, acting by authority of and under the control of a board of directors as provided by its Charter.

THIRD. That the said Trustees, acting under the said Mortgage of the 5th of June, 1848, shall by the first day of May next, (1891) at their own cost and expense, to be reimbursed to them as hereinafter directed, have put in good repair and condition the entire Canal from one terminus thereof to the other, so that it be fit for and capable of safe transportation thereon, and that upon so restoring said Canal to a state of good repair and condition, the said Trustees shall proceed to operate the same as a public water way, with all the rights, and subject to all the conditions and limitations, granted and prescribed by the Charter of the said Company; and the said Trustees shall keep said Canal in good repair and condition, and continue to operate the same, save and except when such operation may be suspended by the action of causes against the effect of which prudence and due care in management will not provide.

And the tolls and revenues received or derived from the use and operation of said Canal as a public water way, and from the property and rights of the Canal Company, shall be applied by the said Trustees as follows:

First, to pay all current and ordinary expenses incurred in operating the said Canal, and for keeping the same in good working repair;

Second, to pay and reimburse the said Trustees the amount of money brought in by them with which to pay the expenses incurred by the Receivers, and their compensation, with interest thereon;

Third, to pay and reimburse to said Trustees the amount expended by them in restoring the said Canal to good working

order from its present waste and broken condition, with interest thereon.

Fourth, to pay and reimburse said Trustees any amount that they may be required to pay, as constituting a superior lien on the tolls and revenues of said Canal Company to that of the bonds issued under said Act of 1844, Ch.281, for labor and supplies furnished to the said Canal Company while said Canal was operated and controlled by said Company, with interest on the amount so paid;

Fifth, to pay the interest that has accrued and may accrue due on the bonds issued under the Act of 1878, Ch.53, and then the principal of said bonds;

And Sixth, to pay the interest that has accrued, and that may accrue due on the bonds issued under the Act of 1844, Ch.281, and then the principal of said bonds.

And upon the full payment of these last mentioned bonds, the possession and control of said Trustees shall cease and terminate.

FOURTH. That the said Trustees shall open an office in Hagerstown, to be known as the Canal office, where all books, maps, and papers relating to said Canal and the affairs thereof, shall be kept and preserved, and which said office shall be open and accessible to all persons having dealings and transactions with the said Trustees, their agents and managers; and the said Trustees shall keep or cause to be kept regular and proper books of account, showing fully and accurately all receipts and expenditures and disbursments, and shall, at the end of each boating or transportation Season, make full and accurate reports to the Court, under oath, of all receipts and expenditures, and of the real condition of the Canal, and the amount of tonnage thereon, during the preceding year.

And said office and all books and accounts therein, shall be open and accessible to the Auditor of this Court, whenever he may be required to examine and state accounts of and concerning the affairs of said Trustees, and their accountability under this decree.

FIFTH. That the said Trustees shall, within Sixty days from the date of this decree, make and execute a bond to the State of Maryland, in the penal sum of SIX HUNDRED THOUSAND DOLLARS, ($600,000.) conditioned that the said Trustees will well and faithfully do and perform the several things required of them to be done, and comply with all the terms and conditions in this 5th Section of this decree prescribed; which bond shall be with good and sufficient sureties, to be approved by this Court, and shall be filed among the proceedings in this Cause, as security for the due performance of the duties and obligations assumed by the said Trustees under this decree.

And if the said Trustees shall fail or neglect to take up and bring in the bonds, or the money due thereon, and also the money to pay Receivers' expenses and compensation, within the time and as required by the first Clause of the 5th Section of this decree, and to give the bond as hereby required, the Several Clauses and conditions contained in this 5th Section of this decree shall have no effect or operation whatever, and shall in no way operate to suspend or delay the execution of the decree for sale.

SIXTH. That if at the end of four years from the first day of May next, there shall not have been tolls and revenues derived from the said Canal, and the property and rights appurtenant thereto, (over and above the amount necessary to pay current operative expenses) and to keep the Canal in repair,) to liquidate and discharge the amount of the cost of

repairing and restoring the Canal to a working condition from its present broken condition, and the amount of money required to pay expenses and compensation to the Receivers, and to pay any amount that may be determined to be a preferred lien on such tolls and revenues for labor and supplies furnished to the Canal Company, such failure in the tolls and revenues shall be regarded as evidence conclusive, (unless the time be extended by the Court for good and sufficient cause shown) that the said Canal cannot be operated so as to produce revenue with which to pay the bounded indebtedness of the said Canal Company; and further, whenever it shall clearly appear that the said Canal cannot be operated by the said Trustees so as to produce revenue with which to pay the bounded indebtedness of said Company, the right and power is hereby reserved to this Court to order and direct the execution of the foregoing decree of sale.

SECTION 6.

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:-

I hereby certify that the foregoing is a true and correct copy of the DECREE in Nos. 4,191 & 4,198 Equity,(Consolidated) taken from the records filed in the Office of the Clerk of the Circuit Court for Washington County, Md.

In Testimony Whereof I hereunto su
subscribe my name and affix the seal
of the Circuit Court for Washington
County, at Hagerstown, this 2nd. day
of October A.D.,1909.

Harry E. Baker Clerk.
Of the Circuit Court for Washington Co.

repairing and restoring the Canal to a working condition from its present broken condition, and the amount of money required to pay expenses and compensation to the Receivers, and to pay any amount that may be determined to be a preferred lien on such tolls and revenues for labor and supplies furnished to the Canal Company, such failure in the tolls and revenues shall be regarded as evidence conclusive, (unless the time be extended by the Court for good and sufficient cause shown) that the said Canal cannot be operated so as to produce revenue with which to pay the bounded indebtedness of the said Canal Company; and further, whenever it shall clearly appear that the said Canal cannot be operated by the said Trustees so as to produce revenue with which to pay the bounded indebtedness of said Company, the right and power is hereby reserved to this Court to order and direct the execution of the foregoing decree of sale.

SECTION 6.

That in the event of sale of the said Canal, the costs of these proceedings, to be taxed by the Clerk, shall be paid out of the proceeds of sale; but if the said Canal shall pay into the possession of the Trustees under the Mortgage of the 5th of June, 1848, by virtue of the 5th Section of the foregoing decree, the costs shall then be paid by the Complainants in this Cause.

R. H. ALVEY.

Appointment of
Jno. A. Calahan and
Hubert R. Prolan
trustees of Chio & Ohio
Canal.

Petition Guidance
Oct 31st 1911

KNOW ALL MEN BY THESE PRESENTS, Whereas the Chesapeake and Ohio Canal Company, under and by virtue and authority of an act of the General Assembly of the State of Maryland passed, on the tenth day of March, being chapter 281 of the Acts of 1844, did on the Fifth day of June, A.D. 1848, execute a Mortgage of the tolls and revenues of the said Company to Phineas Janney, W.W. Corcoran, Horatio Allen, David Henshaw and George Morey, as Trustees, to secure the payment of certain bonds in said Mortgage described, and-

Whereas, by the terms of said Mortgage, it is provided that Whenever any of the trustees herein named as Grantee shall resign or die, or whenever a Vacancy in the trust shall occur from any cause, the remaining trustees shall fill such vacancy by the appointment of some person from among the bond holders, and when they have made a certificate thereof, or endorsed the fact upon this Indenture, the appointee shall be a party thereto in the same manner and shall hold the same power and rights as if he had been named therein as party thereto- and-

Whereas, vacancies have occurred in the trust from time to time, which have been filled by the surviving trustees in the execution of the power conferred on them in the said Mortgage, and-

Whereas, Bradley S. Johnson having resigned, and Henry H. Keedy and John K. Cowen having died, Joseph Bryan and Hugh L. Bond Jr., are now the surviving Trustees, who have been appointed under the power in said Mortgage to fill vacancies in said Trust-.

Now, Therefore, under, by virtue of, and in the execution of the powers vested in the said surviving Trustees by said Mortgage to fill all vacancies in said Trust, the undersigned surviving Trustees do hereby appoint George A. Colston, of Baltimore, Maryland, who owns bonds issued under the said Act of Assembly and secured by said Mortgage, and Herbert R. Preston, of Baltimore Maryland, who owns bonds issued under the said Act of Assembly and secured by said Mortgage, to be Trustee to fill two of the vacancies now existing in the said trust, and to hold and exercise all the powers, rights and duties created, gratned and vested in the original

Trustees and their successors by the said Mortgage.

In Witness Whereof, we, the said Joseph Bryan and Hugh L. Bond Jr., have made and executed this certificate this Ninth day of March A.D. 1908, and have set our hands and seals thereto, and the said George A. Colston and Herbert R. Preston, as evidence of their acceptance of appointment as such trustees, have set their hands and seals thereto.

Test as to Joseph Bryan. Joseph Bryan. (Seal) Trustee.

J.C. Phippen, Jr.

Test as to Hugh L. Bond, Jr., Esq., Hugh L. Bond. (Seal) Trustee.

Geo. W. Haulenbeek.

Test as to George A. Colston Esq., George A. Colston, (Seal)

Heyward E. Boyce.

Test as to Herbert R. Preston. Esq., Herbert R. Preston. (Seal)

Charles R. Webber.

State of Virginia, City of Richmond, to-wit:- I hereby certify, that on this 6th. day of April 1908, before me the subscriber a Notary Public of the State aforesaid, in and for the City aforesaid, personally appeared Joseph Bryan and acknowledged the aforegoing Indenture to be his act and deed.

*****
$EAL) Given under my hand and Notarial Seal this 6th. day of April
*****
1908. J.T.W. Curtes. Notary Public.

My Commission expires May 25th. 1911.

State of Maryland, Baltimore City, to-wit:- I hereby certify, that on this Ninth day of March 1908, before me the subscriber a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid personally appeared Hugh L. Bond Jr., and acknowledged the aforegoing Indenture to be his act and deed.

******* Given under my hand and Notarial Seal this Ninth day
*Seal**
******* of March 1908. Geo. W. Haulenbeek. NotaryPublic.

My Commission Expires May 1 ,1910.

In The Circuit Court for Washington County,

George S.Brown et al,	) Nos. 4191 and
	) 4198
-vs-	) Equity.
	) Consolidated.
The Chesapeake and Ohio Canal Company et al.	) Causes.

On the foregoing petition,it is,by the Circuit Court for Washington County,ORDERED,this seventh day of November,1908,that George A.Colston and Herbert R.Preston,be and they are hereby d admitted as parties complainant in this cause.

And it appearing that the condition in the bond heretofore filed in this cause dated September 30th. 1896,is correctly set forth in said petition:and it appearing also that the present Trustees have filed their assent and the assent of the surety in said bond,that said bond of September 30,1896,shall apply to and cover any failure on the part of the present trustees well and faithfully to do and perform their duties and obligations as Trustees under the orders and decree heretofore entered in this cause,or any future order or decree,it is further ordered that no new bond is necessary.

M.L.Keedy.

State of Maryland Washington County,to-wit:-I hereby certify that the aforegoingis truly taken from the records and proceedings in the aforegoing case.

In witness whereof I hereby affix my hand and the Seal of the Circuit Court for Washington County at Hagerstown this 29th.day of September A.D.1910.

Edward Oswald

Clerk of the Circuit Court for Washington County.

Petition of Bradley A. Johnson et al to enjoin & restrain of Court according Compliance with Section 5 of Judge Alvey's Decree

Put in Evidence
Oct 31 1911

v.

H. H. Tyler.

Brown, et al,	(Nos. 4191 & 4198 Equity.
	)
	(Consolidated
v.	)
	(In the Circuit Court
The Chesapeake and Ohio Canal	)
	(for
Company, et al.	)
	(Washington County.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The petition of Bradley S. Johnson, Henry H. Keedy, Hugh L. Bond, Jr., Joseph Bryan and John K. Cowen, trustees under the mortgage executed by the Chesapeake and Ohio Canal Company, on June 5, 1848, to secure bonds issued under authority of the Act of the General Assembly of Maryland in 1844, chapter 281, who have been appointed trustees under the power in said mortgage, have been admitted by this Court to be parties complainants in this cause, in the place of George S. Brown, John S. Gittings, Frederick M. Colston and Charles M. Matthews, who have died, resigned, or been removed by this Court, respectfully shows that they have produced in this Court, bonds of the Chesapeake and Ohio Canal Company, issued under the Act of 1878, with all the unpaid coupons on the same, to the amount of three hundred thousand and two thousand dollars, and have paid into Court, in legal tender currency and gold coins of the United States, the sum of two hundred anf forty-nine thousand three hundred and eleven dollars and seventy cents, ($249,311.70), the amount to take up and pay the residue of the said bonds issued under the Act of 1878, with interest thereon to December 1, 1890, with interest on the overdue coupons on the same; ten thousand dollars to pay the costs and expenses in this cause, heretofore incurred; and they have filed their bond in the penalty of six hundred thousand dollars, which has been approved by the Court; and they have filed in this cause, a copy

of ancillary decree of the Supreme Court of the District of Columbia, providing that these trustees shall enter into possession of the property of the said Chesapeake and Ohio Canal Company, upon complying with the decree of this Court, entered in this cause on the 2d day of October, 1890, which will appear by a copy of said ancillary decree, herein filed as part of the petition marked Exhibit A, to petition of trustees.

Your petitioners therefore show that they have complied with all the requirements of the decree entered by this Court on the 2d day of October, 1890, and under said decree are entitled to possession of the property of the said Chesapeake and Ohio Canal Company. They therefore pray your Honor to enter an order declaring that they have complied with all the requirements of the decree of October 2, 1890, and directing the receivers in this cause to deliver to them possession of all the books, records and property of said Chesapeake and Ohio Canal Company, in their control and possession.

And as, &c.

Johnson & Johnson,

Solicitors for Petitioners.

Ordered by the Court, this 28th day of November, 1890, that Bradley S. Johnson, Joseph Bryan, Henry H. Keedy, Hugh L. Bond, Jr., and John K. Cowen, trustees under the mortgage executed by the Chesapeake and Ohio Canal Company on June 5, 1848, who have been duly appointed trustees and admitted by this Court to be parties complainant herein instead of George S. Brown, Frederick M. Colston, John S. Gittings and Charles M. Matthews, who have died, resigned or been removed since the bringing of this suit, having filed their bond in the penalty of six hundred thousand dollars with security, which bond has been approved by this Court, and having produced in Court bonds issued under the Act of 1878 by the Chesapeake and Ohio Canal Company, with all unpaid coupons upon the same, to the amount of three hundred and two thousand dollars principal thereof, and having deposited in Court the sum of two hundred and forty-nine thousand three hundred and eleven dollars and seventy cents ($249,311.70) to take up and pay the residue of said bonds of 1878, and having paid into Court the sum of ten thousand dollars to pay costs and expenses heretofore incurred, and having procured the ancillary decree of the Supreme Court of the District of Columbia, as required by the decree of October 2, 1890, when the Court finding that they have complied in all respects with the requirements of the decree of October 2, 1890, entered by this Court in this cause.

And Robert Bridges, Richard D. Johnson and Joseph D. Baker, who have been heretofore appointed receivers of this Court in this cause of the property and rights of the Chesapeake and Ohio Canal Company, are hereby ordered and directed to deliver to the said Bradley S. Johnson, Henry H. Keedy, Joseph Bryan, Hugh L. Bond, Jr., and John K. Cowen, trustees under the mortgage executed by the said company on June 5, 1848, possession of said

canal and all the property of the Canal Company of which they are now in charge, as provided in said decree of this Court entered on the 2d day of October, 1890.

R. H. Alvey.

State of Maryland, Washington County, to wit:

I hereby certify that the foregoing is a true Copy of Petition of Trustees & Order of Court Filed Nov. 28th 1890 in # 4191 & 4198 Consolidated among the Equity Records, for Washington County, the same having been recorded,

In testimony whereof I hereunto subscribe my name and affix the Seal of the Circuit Court for Washington County at Hagerstown, this 3rd. day of April 1911.

Edward Oswald. Clerk.

No 13 Tels Oct 22 /10

Deed
from
James Clark
To
Abraham Fuw

Filed Sept 22/10

File in Sarah C Riley
case

Put in Evidence
Oct 31 1911

TTHIS INDENTURE, made this Seventh day of November in the Year of Our Lord One Thousand Seven Hundred and Eighty Five Between James Clarke of Baltimore Town and County in the State of Maryland of the one part and Abraham Few of Frederick Town and County in the State aforesaid of the other part, WHEREAS, tha aforesdid James Clarke is seized in his demesne as of fee and right of and in a tract or parcel of land situate lying and being in Washington County, called the brothers containingby estimation Nine Hundred and Forty three acres of land, which said tract of land, ~~which said tract of land~~ was conveyed to the aforesaid James Clarke by a certain Thomas French on the Twehty third day of October One Thousand seven Hundred and Seventy nine, as per his deed will appear, and was granted to the said Thomas French by the proprietor of t the then Province of Maryland, by Virtue of a Proclamation warrant as per his patent will appear bearing date the Twenty Ninth day of November, One Thousand Seven Hundred and Seventy Four, reference being thereunto had, And WHEREAS the said James Clarke hath bargained and contracted with the above named Abraham Few, for the sale of the above said tract or parcel of land, for the sum of Two Thousand Seven Hundred Pounds Current Money. Now this INDENTURE WITNESSETH, that the said James Clarke for and in Consideration of the sum as aforesaid, of Two Thousand Seven Hundred Pounds current money to him thesaid James Clarke by the said Abraham Few, in hand paid at and before the ensealing and delivery of these presents the receipt whereof he the said James Clarke doth hereby acknowledge and the said Abraham Few, thereupon wholly acquitted and discharged Hath granted bargained sold enfeoffed released and confirmed and by these presents doth grant bargain sell enfeoff release and confirm unto him the said Abraham Few all that the above mentioned tract or parcel of land called the Brothers which is described by and contained within the following Metes and Bounds courses and distances, To-wit:- BEGINNING for the same at Two bounded white Oaks standing on the bank of Potomac River about half a Mile below the Mouth of Wills Creek they being the bounded trees of a tract of land called Walnut Bottom and running

thence South Thirty Eight Degrees West Thirty six perches, South Fifteen Degrees West One hundred perches South Thirty Two degrees West Twenty six perches South Forty five degrees West Ten perches South Fifty two Degrees East Sixty six perches South Twenty Four degrees West One hundred and eighty six perches North Seventy three degrees East Two Hundred and Sixty Eight Perches South thirty seven Degrees Eastc One hundred perches North Fifty degrees East Twenty five perches South Eighty six degrees East Forty Perches South Sixty four degrees sixteen perches South Eighty degrees East Sixteen perches North Twenty seven degrees west Twenty seven degrees west Twenty six perches North Sixty degrees east fifty six perches South Fifty degrees East Fifty pe perches North Thirty six degrees East Twenty three perches north three degrees west fifty eight perches north two degrees East Fifty six perches North Twenty two degrees East One hundred perches North Ten and one half degrees East Sixty Eight perches North Forty nine degrees East Thirty Eight perches North seventy degrees East Forty five perches North Thirty degrees West twenty Perches North Eighty six degrees West twenty perches South thirty four degrees West One hundred and Ninety Four perches South Eighty degrees West twenty perches North Twenty eight perches North twenty Two degrees west Ninety perches South fifty five degrees West One Hundred perches west Thirty Eight perches South Eighteen Degrees, West Forty perches, North Eighty One degrees West Twenty six perches North twenty perches North twenty six degrees, East Sixty perches North Thirty two degrees, west seventy six perches North thirty five degrees East Twenty two perches North twenty perches North Ten degrees east sixty perches North Eight degrees west thirty twon perches North twenty four degrees West One hundred and sixty three perches South Eighty four degrees West fifty perches North seventy seven degrees West Thirty Eight perches North Thirty Two degrees West Forty Eight perches North Eight degrees West Fifty Four Perches North Sixty four degrees West Thirty Perches South sixty Eight Degrees West sixty perches

North Seventy three degrees West Seventy seven perches South twenty seven degrees West Twenty three perches South Eighty three degrees West Thirty two perches South Forty Four degrees east Six perches South thirteen degrees East Eighty perches Souhh Twelve degrees,west one hundred fourteen perches South Eight degrees East Eighty perches South sixty degrees East Twenty four perches South Eighty Eight Degrees East Twenty Eight perches North six degrees West Seventy eight perches North Sixty five degrees West Twenty two perches North Forty one degrees West fourteen pe perches North sixteen degrees East Fifty four perches North thirty degrees East Forty four perches North seventy eight degrees East forty perches North thirty six degrees East Thirty six perches North fifty one degrees West Ninety six perches North thirty seven degrees East Twenty perches South seventy three Degrees East One Hundred and thirty four perched,south forty-seven degrees East Twenty perches South fourteen degrees East sixteen perches South three degrees East Sixteen perches South s sixteen degrees East twenty six perches South Eighty five degrees East forty five perches East fifty two perches,South thirty Eight degreesEast forty perches South eight degrees east Twenty perches South twenty seven degrees West thirty Perches South sixty two g degrees East Twenty eight perches South Eight degrees East fourteen perches South fifty four degrees East thirty six perches Sa south twenty eight perches South thirty five degrees West Twenty perches south seven degrees East Fifty Four perches South fiftenn degrees West Sixteen Perches South Forty Nine degrees West Twenty six perches North Eighty four degrees West Twenty perches South fifty seven degrees West twenty eight perches thence with a stri straight line to the beginning containing Nine Hundred and Forty three acres of land More or less,together with all houses buildings orchards pastures meadows ways waters water courses trees woods under woods easements emoluments privileges and advantages to the same belonging or in anywise appertaining and the reversion and reversions remainder and remainders rents issues and

profits thereof and all the estate right title and interest property claim and demand whatsoever of him the said James Clarke, of in and to the said tract or parcel of land and every part thereof with the appurtanances TO HAVE AND TO HOLD the said land and premises hereby granted with their and every of their appurtenances unto the said Abraham Few, his heirs and assigns to the only proper use of the said Abraham Few, his heirs and assigns forever, and the said James Clarke, for himself his heirs Executors and administrators doth hereby covenant promise grant and agree to and with the said Abraham Few his heirs executors administrators and assigns that he the said Jamess Clarke his heirs executors administrators the above mentioned tract of land and premises with their and every of their appurtenances to him the said Abraham Few his heirs and assigns shall and will warrant and forever defend against all and every person or persons whatsoever claiming or pretending to claim the whole or any part or parcel thereof and lastly that he the said James Clarke, his heirs executors and administrators shall and will at any time or times hereafter do make acknowledge levy suffer and execute all and such further and other acts matters things devices and assurance in the law whatsoever for the further and better conveying and assuring of all and singular the promises with the appurtenances unto him the said Abraham Few, his heirs and assigns forever as by the the said Abraham Few, his heirs or assigns or his or their Council learned in the law shall be reasonably advised devised or required . IN TESTIMONY whereof the said James Clarke hath hereunto sett his hand and affixed his seal the day and year first above written. James Clarke. *******Seal******

Signed sealed and delivered in the presence of David Poe, Isaac V. Bibber.

On the back of the aforegoing deed was the following indorsement. to-wit:- Received on the seventh day of November 1785, of Abraham Few Two Thousand Seven Hundred Pounds Current money being the full consideration withinexpressed to be by him paid to me Viz:- in final Settlement certificates Seven Thousand Two Hundred Dollars. I. Say received per me, James Clarke.

Witness, David Poe.

Baltimore County Sct:- be it remembered that on this seventh day of November 1785, personally appeared before me the subscribers two of the Justices of the Peace for the County aforesaid James Clarke party to the within instrument of writing and acknowledged the same to be his act and deed and the lands and premises therein mentioned to be the right and estate of the within named Abraham Few, his heirs and assigns forever agreeable to the act of assembly in such case made and provided.

Acknowledged before Isaac V. Bibber

Thos. Russoll.

Baltomore County, to-wit:- I hereby certify that Isaac V. Bibber and Thomas Russell Gentlemen before whom the above acknowledgmant was made and who have thereto subscribed their names were at the day of the date thereof and still are two justices of the Peace in and for the County aforesaid and to all certificates by them given as such due faith and credit is and ought to be given as well in Courts of Justice as thereout.

In testimony whereof I have hereto set my hand and seal of my Office this Eighth day of November Seventeen Hundred and Eighty Five.

Balto Coty Seal.

William Gibson Clk. B.Coty.

State of Maryland, Washington County, to wit:

I hereby certify that the aforegoing is a true Copy Taken from Liber "D" Folio 694 One of the Land Records for Washington County, the same having been recorded 23rd Day of March 1786

In testimony whereof I hereunto subscribe my name and affix the Seal of the Circuit Court for Washington County at Hagerstown, this 25th day Sept. 1910.

Edward Oswald Clerk

Exceptions of Joseph W. Hazell, Deceased, and his
Appearance stricken out for Mr. Laughlin,
No appearance by Hans and Hanson

Geo Whitlock
701 Idaho Trust Bldg.
Boise

And the said Collector having made a report to the Court of said sale, together with all the proceedings had in relation thereto, and the said proceedings having been examined by the Court, and the same appearing to be regular and the provisions of the law in relation thereto appearing to have been complied with ; it is therefore this ..... day of ....., 18....., by the Circuit Court for Washington Co

CHAPTER 58.

AN ACT to make effectual the provisions made by the Act of December Session, eighteen hundred and forty-four, chapter two hundred and eighty-one, entitled "An Act to provide for the completion of the Chesapeake and Ohio Canal to Cumberland and for other purposes," in so far as said Act relates to putting and keeping the said Chesapeake and Ohio Canal in good condition and repair, and to make the said Canal an effective means of transportation.

Whereas, it was provided by the Act passed by the General Assembly of Maryland at its December Session, eighteen hundred and forty-four, chapter two hundred and eighty-one, that the President and Directors of the Chesapeake and Ohio Canal Company should from time to time, and at all times thereafter, have the privilege and authority to use and apply such portion of the revenues and tolls of the said Company, as in their opinion might be necessary to put and keep the said canal in good condition and repair for transportation and provide the requisite supply of water, and pay the salaries of officers and agents and the current expenses of the said Company.

And Whereas it was further provided by the said Act that the President and Directors of the said Chesapeake and Ohio Canal Company should have the authority to execute any deed, mortgage or other instrument of writing that might thereafter be deemed necessary or expedient to give the fullest effect to the powers aforesaid;

And Whereas, under the provisions of the said Act the rights and liens of this State upon the revenues of the Chesapeake and Ohio Canal Company were directed to be held and considered as waived, deferred and postponed in favor of any bonds that might be issued by the Chesapeake and Ohio Canal Company for the

purpose of putting and keeping the said canal in good condition and repair for transportation, and providing the requisite supply of water and paying the expenses of the said Company, so as to make the said bonds and interest to accrue thereon preferred and absolute liens on said revenues according to the provisions of the said Act, until said bonds and interest should be fully paid;

And Whereas a sudden freshet has of late seriously injured the said Chesapeake and Ohio Canal and the works appertaining thereto, and used in connection therewith;

And Whereas the liens of this State upon the lands, tolls and revenues of the said Chesapeake and Ohio Canal Company and the liens of the bonds and coupons thereon, issued in pursuance of the Act of eighteen hundred and forty-four, chapter two hundred and eighty-one, entitled "An Act to provide for the completion of the Chesapeake and Ohio Canal to Cumberland and for other purposes," upon the net tolls and revenues of said Company are greatly impaired in value, and must further decline in such value unless the power vested in the said Chesapeake and Ohio Canal Company under the provisions of the said Act to raise money for putting and keeping its said canal in good condition and repair, and for other purposes mentioned in said Act, is made fully effectual by recognizing the priority of the bonds issued for the said purposes over all the rights and liens of the State, and over subsequent bonds issued by the said Chesapeake and Ohio Canal Company for the same purposes, if other emergencies now unforseen of like character should ever occur, now therefore

SECTION 1. *Be it enacted by the General Assembly of Maryland*, That the Chesapeake and Ohio Canal Company be, and is hereby authorized and empowered to issue the bonds of the said Company under its corporate seal, and signed by the President and countersigned by the Treasurer thereof, to the total amount of five hundred thousand dollars for the purpose of putting and keeping the said Chesapeake and Ohio Canal and its works in good condition and repair, for the payment of the current expenses of the said

canal and for the providing of such supply of water as may be necessary to make the said canal effective as a means of transportation, and the said bonds shall be issued in sums of not less than one hundred dollars each, and each of said bonds shall be payable twenty years after date to bearer, redeemable however at the pleasure of the Company at any time after the expiration of ten years from their respective date, and shall bear interest in the meantime at the rate of six per centum per annum, in equal half-yearly instalments on the first days of January and July in each and every year according to the tenor of the coupons for said interest to be attached to the said bonds, and the said bonds shall express upon their face that the same are issued under the provisions of this Act, and without any preference of priority over each other, are preferred and are absolute liens on the revenues, tolls and property of the said Chesapeake and Ohio Canal Company, to be paid and discharged in preference to any other claims or liens upon the said Chesapeake and Ohio Canal Company or its works and property, and in preference to any bonds which may be subsequently issued by the said Chesapeake and Ohio Canal Company for the purpose of putting and keeping the said canal, and its works in good condition and repair, for the payment of the current expenses of the said canal, and for the providing of such supply of water as may be necessary to make the said canal effective as a means of transportation; and the President and Directors of the said Chesapeake and Ohio Canal Company shall have power to sell and dispose of so many of said bonds as may be necessary on such terms as to them may seem proper, and to apply the proceeds thereof to the putting and keeping of the said canal and its works in good condition and repair, to the payment of the current expenses of the said canal, and to the providing of such supply of water as may be necessary to make the said canal effective as a means of transportation, and to no other use or purpose whatsoever.

SECTION 2. *And be it enacted*, That the said Chesapeake and Ohio Canal Company be, and is hereby authorized to secure the payment of the principal and interest of the said bonds to the amount of five hundred thousand dollars, authorized to be issued by this Act as aforesaid, by the mortgage of the tolls and revenues and other property, land, water-rights and franchises of the said Chesapeake and Ohio Canal Company, which said mortgage shall be executed to George S. Brown, James Sloan, Jr., and Lloyd Lowndes, Jr., and the survivors and survivor of them as Trustees for the holders of the said bonds, with power to them, or a majority of them, or of their successors or a majority of them in case of a default in the payment of three successive coupons upon said bonds, to proceed upon the application to them in writing of the holders of a majority in amount of the bonds issued and then outstanding, secured by said mortgage, to obtain from any Court of Equity in the State of Maryland having jurisdiction by regular proceedings according to the course of Courts of Equity in this State, a decree for the sale of the said Canal and other mortgaged property and franchises, and for the appointment of a receiver, or both, as may be found necessary, to the end that the security hereby authorized for the payment of the said bonds and coupons may be full, ample and effectual; provided, however, that unless and until there shall be such default in the payment of three successive coupons outstanding at one time, or of the principal of the bonds themselves at their maturity, and unless and until the holders of a majority in amount of said bonds issued and then outstanding, shall, in writing, request proceedings for the enforcement of the said mortgage to be taken, it shall not be competent for the said trusteee or their successors, or for the said bondholders themselves or any of them, to institute, or cause to be instituted, any proceedings at law or in equity, or to proceed to sell any part of the said mortgaged property, or to apply for the appointment of a receiver, it being the intent and meaning of this Act not to make the said canal and its property, so to be mortgaged, to be liable to

be sold or taken from the management of the President and Directors unless upon the failure of said Company to pay at least three successive coupons on said bonds or the said bonds themselves, and not even then unless upon the application of the holders of at least a majority in amount of said bonds issued and then outstanding; and it shall be the duty of the said trustees, upon the execution of the said mortgage, to cause the same to be forthwith recorded in the proper office for the recording of deeds of the cities and counties in the States of Maryland, West Virginia and Virginia and in the District of Columbia, in which any property of the said Chesapeake and Ohio Canal Company may be permanently located.

SECTION 3. *And be it enacted*, That the said bonds hereinbefore authorized to be issued by the Chesapeake and Ohio Canal Company, for the purposes expressed in this Act, and the mortgage which the said Chesapeake and Ohio Canal Company is by this Act authorized to make and execute for the purpose of securing the payment of the principal and interest of the said bonds, are hereby declared to be, when the same shall have been respectively made and executed, liens upon the property, tolls and revenues of the Chesapeake and Ohio Canal Company, to be held and enjoyed in preference to any rights or liens which the State of Maryland may have in or upon the said property, tolls and revenues of the said Chesapeake and Ohio Canal Company, until the said bonds, provided to be issued under this Act, and coupons thereon according to the legal obligation thereof against said Company are wholly paid and satisfied, and also in preference to any other claims or liens upon the said Chesapeake and Ohio Canal Company, or its works or property, and in preference to any bonds which may be subsequently issued by the said Chesapeake and Ohio Canal Company, for the purpose of putting and keeping the said canal and its works in good condition and repair, for the payment of the current expenses of the said canal, and for the providing of such supply of water as may be necessary to make the said canal effec-

tive as a means of transportation, and for no other purpose whatsoever.

SECTION 4. *And be it enacted*, That the said Chesapeake and Ohio Canal Company shall have the power to build, purchase and lease, or rent any boats or tugs which they may deem necessary at any time to have, keep or maintain on the said canal, and to purchase or hire and maintain any horses or mules needed for the proper working of said boats in said canal, and to transport goods, merchandise and property of all descriptions upon said canal, and to charge therefor in addition to the tolls upon said canal, the sum of one cent per ton per mile for the transportation on said canal of such goods, merchandise or other property, and also to make such charges for receiving, weighing, delivering and storing such goods, merchandise or other property, as the President and Directors of the said Chesapeake and Ohio Canal Company may from time to time fix and prescribe.

SECTION 5. *And be it enacted*, That this Act shall take effect from and after the date of its passage.

Approved February 27th, 1878.

SEAL.

JOHN LEE CARROLL,
Governor.

EDWARD LLOYD,
President of the Senate.

FETTER S. HOBLITZELL,
Speaker of the House of Delegates.

Maryland, Sct:

I, James S. Franklin, Clerk of the Court of Appeals of Maryland, do hereby certify that the foregoing is a full and true copy of the Act of the General Assembly of Maryland, of which it purports to be a copy as taken from the original law belonging to and

State of Maryland, Montgomery County, to wit:

I hereby certify, that on this s[illegible]nteenth day of May, in the year eighteen hundred and sevent[illegible]ht, before the subscriber, one of the Judges of the Circuit C[illegible]or Montgomery county, personally appeared in the said cou[illegible]d State, Arthur P. Gorman, whose name is signed, as Pre[illegible] of the Chesapeake and Ohio Canal Company, to the above [illegible] bearing date on the fifteenth day of May, in the year eight[illegible]dred and seventy-eight, and acknowledged the said writing [illegible]e the act and deed of the said Chesapeake and Ohio Canal Comp[illegible]y. And the said Arthur P. Gorman, being by me duly sworn, did depose and say that the seal, affixed to said writing, is the corporate seal of the said Company, and was thereto affixed by authority of the said Company, and that he signed his name thereto by like authority; and, at the same time and place, also personally appeared before me Benjamin Fawcett, who is known to me to be the person named and described as the attorney of the Chesapeake and Ohio Canal Company in and by the foregoing instrument of writing, and acknowledged the same as and for the act and deed of the said Chesapeake and Ohio Canal Company. And at the same time also appeared Stephen Gambrill, one of the subscribing witnesses to said instrument of writing, and made oath that he was present at and witnessed the signing, sealing and delivery of said instrument by the said Chesapeake and Ohio Canal Company, as in the conclusion thereof is expressed.

SEAL.

WITNESS my hand and the seal of the said Court, by me ordered to be affixed hereto on the day and year in this certificate first above written.

RICHARD I. BOWIE,

Chief Judge of the Sixth Judicial Circuit of Maryland.

State of Maryland, Montgomery County, to wit:

I, E. B. Prettyman, Clerk of the Circuit Court for Montgomery county, do hereby certify that the Honorable Richard I. Bowie, before whom the aforegoing acknowledgment and affidavit appear to have been made, and who has thereunto subscribed his name, was, at the time of so doing, and still is, one of the Judges of the Circuit Court for Montgomery county in the State aforesaid, duly commissioned and qualified, and that to his acts, as such, full faith and credit are, and ought to be, given, as well in courts of justice, as thereout.

SEAL.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Circuit Court for Montgomery county, on this seventeenth day of May, in the year eighteen hundred and seventy-eight.

E. B. PRETTYMAN, *Clerk.*
Per GEO. R. BRADDOCK, *Deputy.*

State of Maryland, Montgomery County, to wit:

I hereby certify, that on this seventeenth day of May, in the year eighteen hundred and seventy-eight, before the subscriber, a Justice of the Peace of the said State of Maryland, in and for Montgomery county in said State personally appeared Benjamin Fawcett, known to me to be the attorney named in the above and foregoing deed, or instrument of writing, and acknowledged the same to be the act and deed of the Chesapeake and Ohio Canal Company for the purposes therein mentioned.

DAVID H. BOWIE, *J. P.*

State of Maryland, Montgomery County, to wit:

I hereby certify, that David H. Bowie, Esq., before whom the annexed acknowledgment was made, and who has thereto subscribed his name, was, at the time of so doing, a Justice of the Peace of the State of Maryland, duly commissioned and sworn, in and for Montgomery County in said State.

SEAL.

IN TESTIMONY WHEREOF, I hereunto set my hand, and affix the seal of said Circuit Court for Mont- County, whereof I am Clerk, on this seventeenth day of May, in the year eighteen hundred and seventy-eight.

E. B. PRETTYMAN, *Clerk,*
Per GEO. R. BRADDOCK,
Deputy.

State of Maryland, Baltimore City, to wit:

I hereby certify, that on this fifteenth day of May, in the year eighteen hundred and seventy-eight, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Baltimore city aforesaid, personally appeared James Sloan, Jr , one of the mortgagees named in the foregoing deed of mortgage, and made oath that the consideration, in said mortgage stated, is true and bona fide, as therein set forth.

GEO. W. C. BELL, *J. P.*

State of Maryland, Baltimore City, to wit:

I hereby certify, that Geo. W. C. Bell, before whom the foregoing oath was made, and who has thereunto subscribed his name, was, at the time of so doing, a Justice of the Peace of the State of Maryland, in and for Baltimore City, in said State, duly commissioned and sworn.

SEAL

IN TESTIMONY WHEREOF, I hereunto set my hand, and affix the seal of the Superior Court of Baltimore city, whereof I am Clerk, on this sixteenth day of May, in the year eighteen hundred and seventy-eight.

F. A. PREVOST, *Clerk.*

United States of America, Dist. of Columbia, to wit:

I, George W. Bagg, a Notary Public, in and for the District aforesaid, duly appointed and commissioned, do hereby certify that

Arthur P. Gorman, President of the Chesapeake and Ohio Canal Company, a body corporate in the District of Columbia, and a party to a certain deed, bearing date on the fifteenth day of May, in the year eighteen hundred and seventy-eight, and hereto annexed, personally appeared before me, in the District aforesaid,—the said Arthur P. Gorman being personally well known to me to be the President of said corporation,—and acknowledged the said deed to be the act and deed of the said Chesapeake and Ohio Canal Company.

GIVEN under my hand and Notarial Seal of office, this seventeenth day of May, in the year eighteen hundred and seventy-eight.

SEAL

GEORGE W. BAGG,
Notary Public.

United States of America, Dist. of Columbia, to wit:

I, George W. Bagg, a Notary Public, in and for the District aforesaid, do hereby certify that Benjamin Fawcett, named as attorney in fact in and by a certain deed, bearing date on the fifteenth day of May, in the year eighteen hundred and seventy-eight, from the Chesapeake and Ohio Canal Company, and hereto annexed, personally appeared before me, in the District aforesaid,—the said Benjamin Fawcett, being personally well known to me to be the person named as attorney in said deed,—and, by virtue of the authority, contained in said deed, acknowledged the said deed to be the act and deed of the said Chesapeake and Ohio Canal Company.

GIVEN under my hand, and Notarial Seal of office, this seventeenth day of May, in the year eighteen hundred and seventy-eight.

SEAL.

GEORGE W. BAGG,
Notary Public.

Resolved, that the stockholders of the Chesapeake and Ohio Canal Company in general meeting assembled, do accept the Act of the General Assembly of Maryland, known as the Act of January Session, 1878, chap. 58, and entitled "An Act to make effectual the provisions made by the Act of December Session, eighteen hundred and forty-four, chapter two hundred and eighty-one," entitled "An Act to provide for the completion of the Chesapeake and Ohio Canal to Cumberland, and for other purposes," in so far as said Act relates to putting and keeping the said Chesapeake and Ohio Canal in good condition and repair, and to make the said canal an effective means of transportation."

The said resolution having been thereupon adopted it was next, upon the motion of Mr. Compton,

Resolved, that the President and Directors of the Chesapeake and Ohio Canal Company be instructed to have prepared a proper form of bond to be issued under the provisions of the said Act; that all of the bonds issued under the said Act shall be of the same general form, and bear the same date, and that said bonds shall be issued in the following manner, to wit:

There shall be four hundred bonds of five hundred dollars each; and three hundred bonds of one thousand dollars each, amounting in the aggregate to five hundred thousand dollars. That all of said bonds shall be coupon bonds, as required by the said Act, and that the interest, evidenced by said coupons, shall be payable as required by the said Act; and that upon each of said bonds shall be placed an endorsement that said bond is one of the bonds amounting in the aggregate to five hundred thousand dollars, secured as shown by said bond by a mortgage, made by the Chesapeake and Ohio Canal Company to the trustees named in the Act of 1878, chapter 58, which said endorsement shall be signed by the said trustees; and that the said President and Directors of the said Chesapeake and Ohio Canal Company are hereby directed to secure the payment of the principal and interest of the said bonds to the said amount of five hundred thousand dollars by the mort-

gage of the tolls and revenues, land, water rights, franchises and other property of the Chesapeake and Ohio Canal Company; which said mortgage shall be executed to the trustees named in the said Act and shall be made upon the terms and conditions expressed in the said Act, and be recorded as directed by the said Act.

Special report and petition of Joseph Bryan and Hugh L. Bond Jr surviving trustees, filed Jany 26, 1905

Exhibit. "Agreement"

Exhibit. Description of Wasting grounds on towpath side and Easement for removing waste across canal.

Exhibit - Description and plats of properties in Washington and Allegany Counties wanted for right of way and crossings.

Answer of The Chesapeake and Ohio Canal Co.

Answer of Fairfax T. Landstreet.

Decree of Court filed Jany 26. 1905

Report of Special Trustee & order Nisi, Feby 3. 1905

Petition & order of Court to deposit funds filed March 2. 1905

Decree ratifying sale & report of Special Trustee - " 7. "

Special Trustee second report - filed March 23. 05.

4191
4198 } Equity

Canal Case

Oct. 19. 1901

Mem. of Injunc. given by Judge
State ex J. P. Horsey for Gunn
& Human Alleys Calvert Bldg - Balto Md.

filed -

Apr 8/1901 1. Petition & Report of Comm. et al Surv.
Master -

" 2. Exhibit - filed with pl. Petition
3. Admission of Service on J. M. Sanabria

" 4. ~~Petition~~ Service of Copy -
5. Exception fil. by Jas W. Hazel
6. " " "
7. Letter to Geo. Whitelock from
Jas Wallis Smith
8. Admission of Service on J. M.
Sanabria

Apr 27/1901 9. Petition of ~~Jas W. Hazel~~ James
F. McSaughlin
10. Admission of Service on Gov. et al
11. Petition of J. As. F. McSaughlin
12. Exception by State of Md to
Sale of Ppty to Great Falls Co -

Oct 19/1901 Jno P. Horsey
1141 Calvert Bldg -

G. B. F. Walker
D. Walker

Delivd
Aug 22. 1900

12

(Exhibit A. is the 50th Annual Report of the President and Directors of the Ches. and Ohio Canal Co. to the Stockholders, dated June 3. 1878.)

13 Exhibit B. is the Answer of the Chesapeake and Ohio Canal Company, in the Circuit Court of the United States for the District of Maryland, in the Case of David K. Stewart vs. the Chesapeake and Ohio Canal Company and others.—

Fittings

Record

S. T. Wallis,
L. K. Cowen

Geo. S. Brown, James Sloan, Jr.,
and Lloyd Lowndes, Jr., Trustees,

No. 4198
Equity

vs.

J. P. Poe
T. M. Lanahan,

The Chesapeake and Ohio
Canal Company,

B. T. Johnson
B. S. Johnson
H. H. Keedy
J. C. Lane,

Geo. S. Brown, John S. Gittings
Frederick M. Colston, Wm. M.
Matthews, & Bradley S. Johnson, Trustees,

W. P. Whyte

The State of Maryland

B. Carter

Wm. A. Hambleton, & Co.,

B. Carter,

H. G. Davis & Brother
The Davis Natl. Bank of Piedmont

B. Carter

Bernard Carter Executor and
Trustee under the Will of
Chas. H. Carter, dec'd

C. Marshall,
T. Hughes,

Anna M. Hughes and
Thomas Hughes, Trustees,

In the Circuit Court for Washington County,

B. T. Johnson, B. S. Johnson, H. H. Kerr, J. C. Lane, J. P. Poe, T. M. Landham,	Geo. S. Brown, Charles M. Matthews, John S. Gittings, Frederick M. Colston, and Bradley S. Johnson, Trustees, vs. The Chesapeake and Ohio Canal Company,	No. 4191. Equity,
S. T. Wallis, J. K. Cowen	Geo. S. Brown, Lloyd Lowndes, Jr, and James Sloan, Jr, Trustees,	
W. P. Whyte,	The State of Maryland	
Chas. Marshall, T. Hughes,	Anna M. Hughes and Thomas Hughes, Trustees,	
B. Carter.	Bernard Carter, Executor ~~of Chas. H. Carter~~, and Trustee, under the Will, of Chas. H. Carter	

4191

Order of Court on Merchants Natl Bank
Nov 28 1890

Petition of Receiver & Order of Court
authorizing payment of moneys to
them on deposit Farmers & Merchants
Natl Bank Balto & Order of Court
Dec 13 1890

~~Ans~~
Answer of Farmers & Merchants Natl
Bank Jany 8 1891 —

Answer of Alvan & Lowndes Forster
Ex J.S. Jany 10 1891

Copies of Bill of Complaint
Exhibits and Order of Court
made to be served and served

6

Bonds of the Receivers filed and approved March 5. 1890.—

Receivers appeared in Open Court and qualified as required by the Decree, March 5th. 1890.—

34/2

Appeals.-

Orders for appeal, from the Order of Court ~~appoint~~ appointing Receivers, by ~~the~~ John A. Hambleton & Co., Henry G. Davis & Bro. and the Davis National Bank of Piedmont; and the Chesapeake and Ohio Canal Company; and the State of Maryland, filed April 24. 1890.-

Orders withdrawing and dismissing the appeals filed July ~~2~~ 15. 1890.-

Summons issued and Summoned

14.

Ehibit A. with Bill of Complaint,
Exhibit A. is a copy of the
Mortgage of the Ches. and Ohio Canal
Company to Phineas Janney and others
dated June 5. 1848
and is the same as Exhibit C.
found on page 13. of this Record.

The within to be inserted in place of Exhibit D

Exhibit D. is omitted being the Certificates of the appointments of the trustees under the mortgage of 1844. to fill vacancies.

Schedule

1/2	Petition,		Made,
1	Exhibit No. 1.	W.	Made
2	Exhibit No. 2.	W.	Made
3	Exhibit No. 3.	W.	Made
4	Answer of Executors of Saml. D. Brady,	W.	"
5	Exhibit Brady No. 1.	W.	"
6	" " No. 2.	W.	"
7	" " No. 3.	W.	"
8	Answer of David Walker, Sheriff,	W.	"
9	Amended Petition		Made
10	Exhibit A.	W.	"
11	" B.	W.	"
12	" C.	W.	"
13	" D.	W.	"
14	" E.	W.	"
15	" F.	W.	"
16	" G.	W.	"
17	" H.	W.	"
18	" I.	W	"
19.	" J.	W	"
20.	Answer of Jas. Sloan, Jr, Trustee,	W	"
21.	Answer of David Walker, Sheriff	W	"
22,	Answer of Jno. C. and Isaac T. Brady, Exors,	W	"
23.	affdt. of B. J. Gartity & Jno. H. Young,	W	"
24	affdt. of Chas. E. Widener	W	"
25	affdt. of Chas. D. Warfield et al.	W	"
26	Opinion and Decree of Court		Made
	Appeal and agreement		"

Schedule for Record

4191.

Bill in Equity,

Exhibit A

~~Summons issued and Summoned~~

" B. Summons issued and Summoned.

Order of Court. Copies of Bill of Complaint, Exhibits and order of Court made to the subpoena and send,

Petition and order to Amend Bill

Amended Bill,

Exhibit C.

" D. Omit Exhibit D. & in place instead. Statement

Answer of Trustees, "

Exhibit A. 12 (Written — penciled

" B. 13 " "

" C. 14

Answer of Ch & O. C. Co,

Petition of State of Md,

Authority of Atty Genl to appear,

Answer of State of Md,

Petition & Order granting leave to State to amend

Reply of Trustee to above order

Petition of A. M. & Thos. Hughes

Answer to above Petition

Answer of Hughes & Hughes to Bill

Affdts. of Wm Brown, Wm Hughes, Hassett, Cochran 12

Petition of Howard Carter Et. & Trustee and order of Court.

Bill of Complaint 4198. 13

Exhibit A. 14

" B. 15

" C. 16

Order of Court. 17

Affidavit of Jas Sloan Jr 18

Answer of Chas & O Canal 19

Affidavit of Stephen Gambrill 20
Answer of Chas M. Matthews & others Trustees 21
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Answer of State of Md 23
Authority to Atty Genl. 24
Petition of Jno A Hambleton & Co 25
Answer of Jno A Hambleton & Co 26
Petition of H G Davis & others 27
Answer of H G Davis & others 28
Petition of B. Carter Exr. Dec'd. 29
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Opinion of Court. 31
Decree of Court, appointing Receiver 32
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~~Report not Report~~ ~~Exhibit B~~ ~~43~~
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4th " " " 46

On the foregoing petition it is this day of 1902 by the Court ordered that the same be, and it is hereby set for hearing before the Circuit Court for Washington County sitting as a Court of Equity in Hagerstown, Maryland, on the day of 1902, with liberty to any of the parties to take testimony in open Court at the hearing;

And it is further ordered that a copy of the said petition and of this order be served on John H. Cowan Joseph Bryan and Hugh L. Bond Jr, surviving trustees, or on one of them; on John Walter Smith Governor, Joshua W. Hering Comptroller, Murray Vandiver, Treasurer of the State of Maryland comprising the Board of Public Works of the said State; on Isidor Rayner, Atty General of the State of Maryland; on the Chesapeake & Ohio Canal Company a body corporate, or on its Solicitor of Record, and on

Solicitor for said McLaughlin, on

or before the

Nos. 4191 & 4198 Equity

Brown et al. Trustees

vs

The Chas. & Ohio Canal Co

Brief of Atty. Genl.

BROWN, Et Al, TRUSTEES,

vs.

CHESAPEAKE & OHIO CANAL COMPANY, Et Al.

In the Circuit Court

for Washington County.

In Equity.

To the Honorable Judges of said Court:-

The State of Maryland through Isidor Rayner, Attorney General, assigns the following reasons why the sale to the Great Falls Power Company should not be confirmed by this Honorable Court:-

That the case involving the question whether the canal shall be sold as a whole has gone to the Court of Appeals of Maryland. That the Record has been made out and that the case stands for trial in the Court of Appeals at the October term. That the petitioners in this case ask that the decretal order suspending the sale of the canal property heretofore passed by your Honor be abrogated pro hac vice, that this Court has no power or jurisdiction to change or modify said decretal order, inasmuch as the order itself has been appealed from and the case as has been heretofore stated is pending in the Court of Appeals. That Courts of inferior jurisdiction cannot proceed with a case of this character when the appellate tribunal has obtained jurisdiction over it. That the question in the Court of Appeals is whether the canal property shall be sold as a whole and a unit, and that until the Court of Appeals decides that question, this Honorable Court cannot take any further step therein. That the petition upon its face asks this Court to perform a legal impossibility, that is to say, to modify and to abrogate a decretal order, which order is beyond the jurisdiction of the Court and is now in the appellate tribunal of the State. The State therefore respectfully insists that this Court has no jurisdiction in the premises until the case is decided by the Court of Appeals. All of which is respectfully submitted.

Isidor Rayner

Attorney General.

BROWN, et al. Trustees,	:	IN THE CIRCUIT COURT FOR
	:	WASHINGTON COUNTY.
vs.	:	In Equity.
	:	Nos. 4191 and 4193
CHESAPEAKE & OHIO CANAL CO., et al.	:	Consolidated Cases.

This case having come to hearing upon the report of sale to the Great Falls Power Company therein filed by John K. Cowen and others, trustees for the bondholders of the Chesapeake & Ohio Canal Company, and the contract and agreement of March 19th, 1901, accompanying the same, and upon the application of one J.F. McLaughlin, and the petition of the Great Falls Power Company, both also filed therein, all the proceedings were by the Court read and considered, and the solicitors for the respective parties and the solicitor of said J. F. McLaughlin heard :

It is thereupon this day of March, 1902, by the Circuit Court for Washington County, sitting in Equity, ordered as follows, viz :

1. That the said agreement and contract of March 19th, 1901, between the said trustees for the bondholders of the Chesapeake & Ohio Canal Company and the Great Falls Power Company be and the same is hereby ratified and approved, and that the sale to the Great Falls Power Company herein reported be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by this Court, and the whole purchase money of $75,000. shall be paid by the Great Falls Power Company to the Clerk of this Court to be deposited by him under its direction to the credit of this cause, subject, however, to the future order of the Court in this case, $10,000. within ten days from the passage of this order and the remaining $65,000. with interest from March 19th, 1902, at the rate of five per cent. per annum within from said March 19th, 1902, provided, however, that time shall be taken and considered as of the essence of this order, and that if default shall be made in the payment of either of said instalments of purchase money at the times aforesaid, in whole or in part, then and thereupon all right, title and interest under this order of the Great Falls Power Company, its successors and assigns, shall ipso facto be divested, cease and determine, without resale or any proceedings whatsoever, but the said Company, its successors or assigns, shall not be entitled to the return of any sum or sums of money theretofore paid in pursuance hereof.

2. That on payment to the Clerk of this Court of the whole of said purchase money of $75,000. with interest (and not before) Joseph D. Baker and Robert Bridges, the surviving trustees named in the ~~[illegible]~~ decree of October 2d, 1890, and John K. Cowen, Hugh L. Bond and Joseph Bryan, trustees for the bondholders of the Chesapeake & Ohio Canal Company shall by good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the Great Falls Power Company and its assigns, the said property, rights and estate in the States of Maryland and Virginia, to it sold as aforesaid, free, clear and discharged from all claim of the parties hereto, plaintiffs and defendants, and those claiming by, from, or under them, or any of them, and the said respective trustees are hereby allowed the usual commissions on said sale of $75,000., to be divided in the proportions of one-half to the said surviving trustees under the decree of October 2d, 1890, and one-half to the said trustees for the bondholders.

3. That on payment as aforesaid of the said entire purchase money, the said John K. Cowen, Hugh L. Bond and Joseph Bryan, trustees shall forthwith dismiss the equity suit now pending in the Circuit Court for Montgomery County, Maryland, against the said Great Falls Power Company mentioned in said contract and agreement of March 19th, 1901.

4. That the application of said J. F. McLaughlin be and the same is hereby denied.

Within form of order assented to.

Hugh L. Bond Jr.
Solicitor for Cocoen, Bryan & Bond, Trustees.

George S. Brown, James Sloan and others. vs. The State of Maryland, and others	Nos. 4191 and 4198 Equity Consolidated. In the Circuit Court for Washington County, Maryland.

I, Edward Stake, one of the Judges of the Circuit Court for Washington County, Maryland, and one of the Judges of the Fourth Judicial Circuit of Maryland, having jurisdiction in Equity to pass orders or decrees in the Circuit Court for Washington County aforesaid, do hereby certify that the foregoing annexed judgment of

against the Chesapeake & Ohio Canal Company, the same being

Trials, Term, 18 in the Circuit Court for Washington County, has been presented to me as such Judge and that I have examined the same and I do further certify that said judgment is legally and properly authenticated, proven and certified for the sum of

debt and costs against the Chesapeake & Ohio Canal Company as required by Chapter 136 1-2 of the Acts of the General Assembly of Maryland of 1896, and it is further ordered that George B. Oswald, Clerk of the Circuit Court for Washington County be, and he is hereby directed to file said claim and judgment, together with the proof hereunto attached and this order in the above cases.

(Signed) Edward Stake.

I, Edward Stake, one of the Judges of the Fourth Judicial Court of Maryland, having jurisdiction in Equity, do hereby certify that the foregoing annexed judgment of

against the Chesapeake and Ohio Canal Company No. Trials, May Term, 189 in the Circuit Court for Washington County, has been presented to me as such Judge and I have examined the same, and I do further certify that said judgment is duly and legally authenticated, proven and certified as required by Chapter 136-1/2 of the Acts of 1896 of the General Assembly of Maryland and that there is due thereon the sum of $ with interest from and $ costs. And it is further ordered that George B. Oswald, Clerk of the said Court is hereby directed to file said claim and judgment togethe r with the proof hereunto attached,- ~~and~~ in the proceedings in Nos. 4191 and 4198 consolidated in this Court.

I, Edward Stake, one of the Judges of the Fourth Judicial Court of Maryland, having jurisdiction in Equity, do hereby certify that the foregoing annexed judgment of

against the Chesapeake and Ohio Canal Company No. Trials, May Term, 189 in the Circuit Court for Washington County, has been presented to me as such Judge and I have examined the same, and I do further certify that said judgment is duly and legally authenticated, proven and certified as required by Chapter 136-1/2 of the Acts of 1896 of the General Assembly of Maryland and that there is due thereon the sum of $ with interest from and $ costs. And it is further ordered that George B. Oswald, Clerk of the said Court is hereby directed to file said claim and judgment togethe r with the proof hereunto attached,- and the proceedings in Nos. 4191 and 4198 consolidated in this Court.

I, Edward Stake, one of the Judges of the Fourth Judicial Court of Maryland, having jurisdiction in Equity, do hereby certify that the foregoing annexed judgment of

against the Chesapeake and Ohio Canal Company No. Trials, May Term, 189 in the Circuit Court for Washington County, has been presented to me as such Judge and I have examined the same, and I do further certify that said judgment is duly and legally authenticated, proven and certified as required by Chapter 136-1/2 of the Acts of 1896 of the General Assembly of Maryland and that there is due thereon the sum of $ with interest from and $ costs. And it is further ordered that George B. Oswald, Clerk of the said Court is hereby directed to file said claim and judgment togethe r with the proof hereunto attached,- ~~and~~ in the proceedings in Nos. 4191 and 4198 consolidated in this Court.

The sale presented for ratification does not seem to analogize with the sale provided for in the decree of October 2, 1890. By the terms of that decree there was to be a sale of the canal in its entirety with all its franchises, &c. Minute directions are given as to place, manner of advertisement, &c. It certainly is a general principle of such sales, that a departure from the modal regulations in any essential respect, without first attempting to dispose of the property in conformity with them, will always prevent a ratification. In the case of Glenn vs. Wooten, 3 Md. Ch., 514, it is said that the modal regulations would be mere unnecessary words if the trustee may without an attempt to comply with them, sell in such mode and upon such terms as may appear proper to him. The matter before me is several steps further removed from a substantial compliance with the decree. A sale entirely different from the sale prescribed in the decree, made by a different set of trustees selected for a different purpose, is presented to the Court, and it is asked to include in the order of ratification an order directing the trustees who have exercised no discretion nor made any report of proceedings on their part, to join in a conveyance of the property. The decree referred to, with its modal regulations not only stands unreversed, but approved by the Appellate Court. Who shall say that if the original decree had directed a sale or sales in the method now presented for confirmation, that the appellate Court on the appeal of the State, would have confirmed it as being within the approved established form recognized by the Chancery practice of the State, and it is binding upon me as upon the

parties to the cause.

The sale directed by the decree is merely suspended, and the decretal orders passed since then, do not interfere with the regulations of the sale prescribed therein. Without some modification of the decree, I do not feel warranted in setting at naught its carefully prescribed terms as to notice and competitive bidding, terms of payment, security of deferred payments, and by a system of lopping off here and there, denude the property of much of its intrinsic value; in other words, substitute a different kind of sale from the one that has received the approval of the Court of Appeals. In addition to this, I am not impressed with the proposition of payment offered by the bidder. The decree directs a cash payment of at least one-third and satisfactory security for the deferred payments. The offer here is to pay $75,000 for the land and the water rights, whatever that may mean in its future determination by the Courts, by a cash deposit of $10,000 and a lien on the dam yet to be built and the running water of the river, for the residue. The availability of this security is questionable. A confirmation of this sale would admit of the entry and occupation by the purchaser with a claim in the future of an equity in the property which may ~~embrace~~ embarrass the rights of subsequent bidders for the canal. This equity might be set up upon the strength of an order of ratification of this sale while the vendee in these proceedings has left the vendor to repose upon the running water of the river as the security for the greater portion of the purchase money.

No good reason suggests itself to my mind for such a wide departure from established practice and I must refuse my confirmation of this proposed sale.

Defendant's
Brief

In this case upon the point made by the petitioners that Mr. James Sloan Jr. substituted trustee ought to have been made a party to the Scire Facias proceedings we refer the Court to the case of Polk vs Pendleton 31 Md. pages 122 & 123

It will be noted that in that case the Court of Appeals says: "Where a party is in possession holding by title adverse to that of the judgment debtor or paramount to his, such party is not a terre-tenant within the meaning of the law, because his rights are in no manner affected by the judgment"

In the case at bar the decree and mortgage being for balance of purchase money of the "Wharf Property" the rights of Mr. Sloan either as trustee under the decree or as assignee of the decree and mortgage cannot be affected by the enforcement of these Brady judgments because they only attach as liens upon the property subject to the vendors lien for balance of the purchase money

J. A. S. Cochrane
Atty for Defendants

No. Equity.

The Authority to the Attorney General to appear on behalf of the State of Maryland, will be found on page 32. of this record.—

Leave of Court to State of Maryland to Amend its Answer, will be found on page 34 of this record.—

Answer of Brown &c
Bill filed under act of 1878

—IN THE—

Circuit Court for Washington County

IN EQUITY.

GEORGE S. BROWN, CHARLES M. MATTHEWS, JOHN S. GITTINGS, FREDERICK M. COLSTON AND BRADLEY S. JOHNSON, TRUSTEES,

vs.

THE CHESAPEAKE AND OHIO CANAL COMPANY, GEORGE S. BROWN, LLOYD LOWNDES AND JAMES SLOAN, JR., TRUSTEES.

—IN THE—

Circuit Court for Washington County

IN EQUITY.

GEORGE S. BROWN, CHARLES M. MATTHEWS, JOHN S. GITTINGS, FREDERICK M. COLSTON AND BRADLEY S. JOHNSON, TRUSTEES,

vs.

THE CHESAPEAKE AND OHIO CANAL COMPANY, GEORGE S. BROWN, LLOYD LOWNDES AND JAMES SLOAN, JR., TRUSTEES.

To The Honorable, The Judges of The Circuit Court of Washington County, Sitting in Equity.

The answer of George S. Brown, Lloyd Lowndes, Jr., and James Sloan, Jr., Trustees, Defendants in the above entitled cause, to the amended bill of complaint against them and the Chesapeake and Ohio Canal Company, in the said cause filed, respectfully represents as follows:

1. These Respondents admit the matters and things set forth in the first, second, third, fourth and fifth articles of the said bill.

2. They admit it to be true, as charged in the sixth article of said Bill, that the Chesapeake and Ohio Canal Company issued bonds to the amount of $500,000 and duly executed a mortgage to secure the same, as provided by the Act of 1878, Chapter 58, to these Respondents, and sold said bonds, all of which these Respondents charge to be now due and outstanding; and they aver that said bonds were issued and said mortgage

was executed and recorded, in all respects, as required by said Act of Assembly. These Respondents deny that the proceeds of said bonds were applied in a manner not authorized by said Act, as the Complainants charge. Respondents, however, respectfully insist that the purchasers of said bonds were in no wise responsible for, or bound to see to the application which the said Canal Company might make of such proceeds, and inasmuch as the Complainants have not attempted to charge that said purchasers or any of them, were in any way privy to any misapplication of such proceeds, if any there was, Respondents respectfully submit that the averment in question, on the part of the Complainants, is altogether irrelevant.

3. Respondents deny that there is any color for impeaching the validity of said Act of Assembly of 1878, as the Complainants do, in the sixth article aforesaid of their bill. They further deny the averment of the same article, that the bonds issued under that Act constitute only a claim against the Canal Company, and are entitled to no lien by virtue of said Act, or the mortgage executed under the same. On the contrary, they aver that the said Act is absolutely valid and binding, and that the mortgage thereunder is likewise valid and of full force and effect, according to its tenor, and they claim that the bonds issued under said Act and secured by said mortgage, are a lien upon the whole estate and property of said Canal, both *corpus* and revenues, and are entitled to be satisfied in priority to all incumbrances upon the same, whether existing anterior to the passage of said Act, or created or to be created at any time thereafter.

Further answering on this point, the Respondents say that the said Act of 1878 was passed at the earnest request and solicitation of the Chesapeake and Ohio Canal Company, which memorialized the General Assembly to enact the same, and with the privity and assent of the then Trustees under the Act of 1844, who united

with the Canal Company in urging its passage; that it was duly accepted by said Company; that bonds to the amount of $500,000 were issued under that Act, by said Company, which prescribed the form of said bonds, and that the latter were all sold and delivered by said Company for its use and benefit. Respondents file herewith, as evidence of the truth of these their averments, a copy of the report of the President of said Canal Company to its stockholders, made on June 3d, 1878, with the documents thereto attached, which copy is marked "Respondents' Exhibit A," and also a certified copy of the answer filed by said Canal Company, in the Circuit Court of the United States for the District of Maryland, in a proceeding in Equity, wherein a certain Daniel K. Stewart was plaintiff and the said Canal Company and these Respondents, together with the Trustees under the Act of 1844, predecessors of the Complainants in this case, were parties defendant, which last mentioned copy is marked "Respondents' Exhibit B," and Respondents pray that said Exhibits may be taken as parts of this their answer.

4. Respondents charge that when the bonds aforesaid were issued under the Act of 1878, coupons were attached thereto, for the payment of interest thereon until maturity, at the rate of 6 per cent. per annum, in semi-annual instalments, on the first day of January and July in every year. They charge that the defendant canal company has made default in the payment of the interest on all of said bonds, so that six successive coupons on each and all of the same are due, unpaid and outstanding at this time, the last coupon paid being that due on the first day of January, 1887. The holders of a large majority, in amount, of said bonds issued and now outstanding, secured by said mortgage, having in writing, since the day last aforesaid, requested that proceedings should be taken by your respondents for the enforcement of said mortgage, as the Act of 1878 provides; your respondents, in

obedience thereto, have heretofore accordingly filed their bill in this honorable court, as a court of equity, and in the Supreme Court of the District of Columbia, sitting in Equity, for the foreclosure of the said mortgage and the appointment of a Receiver or Receivers, under the provisions of said Act of 1878, and have made the Complainants in this case, as well as the said Canal Company, parties thereto, and they will ask leave if need be, to refer to said proceedings, and in such case, to have them taken as part of this their answer. For the convenience of your Honors, they file herewith a printed copy of their said bills, which are identical in their terms, which copy is marked "Respondents Exhibit C." Respondents will respectfully insist that under the averments aforegoing, and those in their said bills contained, they are entitled to a decree for a foreclosure and the appointment of a Receiver or Receivers as therein prayed, and they further aver that the said Supreme Court of the District of Columbia has already, to wit, on the twenty-eighth day of January instant, passed a decree granting them such relief and appointing Henry C. Winship and Victor Cushwa Receivers of the said Canal, and all its rights, claims, interests and properties within the District of Columbia, as will appear by a certified copy of the said decree, which respondents will ask leave to refer to as part of this their answer, at the hearing (if said copy cannot be sooner procured, to be filed herewith) and on the full legal effect of which they will rely.

5. Respondents, while insisting that the appointment of a receiver or receivers is absolutely essential to the protection of the bondholders under the Act of 1878, and for the preservation of their security under the mortgage which your respondents represent, nevertheless deny that the complainants have any standing in court under the facts and circumstances alleged and existing, to have such receiver or receivers appointed on their application. In so far as any of the complainants individually may be bondholders under the mortgage

of 1844, they are represented by their trustees, who, in the absence of any averment of neglect or misconduct on their part (which they are precluded from making) are entitled to speak for their *cestuis que trustent* in equity. The mortgage under which they act and the law which authorized its execution give no lien whatever on the *corpus* of the canal, but only on such surplus of its revenues as may remain after paying the necessary and proper repairs and expenses of the work under the administration of the canal company, and they have no right to interfere with such administration or take possession of the canal, unless there shall be a deficiency of revenue arising from the fault of the said company, which is not here charged. It is not easy to perceive therefore that the complainants, whose functions are thus defined and limited, can have any right to intervene in the mode and for the purposes set forth in their bill, especially as they have no right of foreclosure to which such appointment might be incidental or ancillary.

6. Respondents admit the matters and things set forth in the seventh, eighth and ninth articles of said bill, except in so far as relates to the cost of putting the canal again in order. Respondents deny that it will require three hundred thousand dollars to put the canal in such repair that it can be again operated. On the contrary, they are informed, believe and charge that the same can be done for probably less than half that amount, and that a receiver, appointed by your Honors, and authorized, under the direction of this court, to make such repairs as will be needful to rehabilitate the canal as a water way, can readily obtain all the means thereafter which such restoration will require, upon certificates of indebtedness, authorized by your Honors, and can easily and promptly place the canal in a condition in which it can be sold, under decree, to the great advantage of the bondholders represented by these respondents and all others concerned, which, in its pres-

ent condition, is absolutely impracticable. Respondents aver that a sale of the canal in its present dismantled and ruinous condition would be a great loss and gross injustice to all incumbrancers, and that the interference of a court of equity, in the exercise of its preventive and protective jurisdiction, as prayed by these respondents in their bill aforementioned, is suggested by every fact and circumstance connected with the situation. Respondents believe and aver that under proper management and withdrawn from all influences except those looking towards its development and administration, as a business concern, the canal may not only once again be made an instrument of great public benefit, but be enabled to resume the payment, at no distant day, of interest, in part at least, of its large bonded indebtedness, if your Honors should see fit, ~~in~~ the ~~interest of~~ all concerned, to postpone its sale.

And these respondents pray to his Honor to be hence dismissed, &c.

S. T. WALLIS,
Solicitor for Respondents.

JAMES SLOAN, JR.,
Trustee.

State of Maryland, City of Baltimore, Sct.

Before the Subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared, this twenty-eighth day of January, 1890, James Sloan, Junior, one of the Respondents, and made oath according to law, that the matters and things in the foregoing answer set forth are true to the best of his knowledge and belief.

Witness my hand and official seal.

JAMES SLOAN, JR.

Subscribed and sworn to before me, on this twenty-eighth day of January, 1890.

SEAL.

CHARLES R. GALLAGER,
Notary Public.

Answer & Cross Bill

Answer of Brown &
others Trustees, Defendants

—IN THE—

Circuit Court for Washington County

IN EQUITY.

GEORGE S. BROWN, CHARLES M. MATTHEWS, JOHN S. GITTINGS, FREDERICK M. COLSTON AND BRADLEY S. JOHNSON, TRUSTEES,

vs.

THE CHESAPEAKE AND OHIO CANAL COMPANY, GEORGE S. BROWN, LLOYD LOWNDES AND JAMES SLOAN, JR., TRUSTEES.

—IN THE—

Circuit Court for Washington County

IN EQUITY.

GEORGE S. BROWN, CHARLES M. MATTHEWS, JOHN S. GITTINGS, FREDERICK M. COLSTON AND BRADLEY S. JOHNSON, TRUSTEES,

vs.

THE CHESAPEAKE AND OHIO CANAL COMPANY, GEORGE S. BROWN, LLOYD LOWNDES AND JAMES SLOAN, JR., TRUSTEES.

To The Honorable, The Judges of The Circuit Court of Washington County, Sitting in Equity.

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1. These Respondents admit the matters and things set forth in the first, second, third, fourth and fifth articles of the said bill.

2. They admit it to be true, as charged in the sixth article of said Bill, that the Chesapeake and Ohio Canal Company issued bonds to the amount of $500,000 and duly executed a mortgage to secure the same, as provided by the Act of 1878, Chapter 58, to these Respondents, and sold said bonds, all of which these Respondents charge to be now due and outstanding; and they aver that said bonds were issued and said mortgage

was executed and recorded, in all respects, as required by said Act of Assembly. These Respondents deny that the proceeds of said bonds were applied in a manner not authorized by said Act, as the Complainants charge. Respondents, however, respectfully insist that the purchasers of said bonds were in no wise responsible for, or bound to see to the application which the said Canal Company might make of such proceeds, and inasmuch as the Complainants have not attempted to charge that said purchasers or any of them, were in any way privy to any misapplication of such proceeds, if any there was, Respondents respectfully submit that the averment in question, on the part of the Complainants, is altogether irrelevant.

3. Respondents deny that there is any color for impeaching the validity of said Act of Assembly of 1878, as the Complainants do, in the sixth article aforesaid of their bill. They further deny the averment of the same article, that the bonds issued under that Act constitute only a claim against the Canal Company, and are entitled to no lien by virtue of said Act, or the mortgage executed under the same. On the contrary, they aver that the said Act is absolutely valid and binding, and that the mortgage thereunder is likewise valid and of full force and effect, according to its tenor, and they claim that the bonds issued under said Act and secured by said mortgage, are a lien upon the whole estate and property of said Canal, both *corpus* and revenues, and are entitled to be satisfied in priority to all incumbrances upon the same, whether existing anterior to the passage of said Act, or created or to be created at any time thereafter.

Further answering on this point, the Respondents say that the said Act of 1878 was passed at the earnest request and solicitation of the Chesapeake and Ohio Canal Company, which memorialized the General Assembly to enact the same, and with the privity and assent of the then Trustees under the Act of 1844, who united

with the Canal Company in urging its passage; that it was duly accepted by said Company; that bonds to the amount of $500,000 were issued under that Act, by said Company, which prescribed the form of said bonds, and that the latter were all sold and delivered by said Company for its use and benefit. Respondents file herewith, as evidence of the truth of these their averments, a copy of the report of the President of said Canal Company to its stockholders, made on June 3d, 1878, with the documents thereto attached, which copy is marked "Respondents' Exhibit A," and also a certified copy of the answer filed by said Canal Company, in the Circuit Court of the United States for the District of Maryland, in a proceeding in Equity, wherein a certain Daniel K. Stewart was plaintiff and the said Canal Company and these Respondents, together with the Trustees under the Act of 1844, predecessors of the Complainants in this case, were parties defendant, which last mentioned copy is marked "Respondents' Exhibit B," and Respondents pray that said Exhibits may be taken as parts of this their answer.

4. Respondents charge that when the bonds aforesaid were issued under the Act of 1878, coupons were attached thereto, for the payment of interest thereon until maturity, at the rate of 6 per cent. per annum, in semi-annual instalments, on the first day of January and July in every year. They charge that the defendant canal company has made default in the payment of the interest on all of said bonds, so that six successive coupons on each and all of the same are due, unpaid and outstanding at this time, the last coupon paid being that due on the first day of January, 1887. The holders of a large majority, in amount, of said bonds issued and now outstanding, secured by said mortgage, having in writing, since the day last aforesaid, requested that proceedings should be taken by your respondents for the enforcement of said mortgage, as the Act of 1878 provides; your respondents, in

obedience thereto, have heretofore accordingly filed their bill in this honorable court, as a court of equity, and in the Supreme Court of the District of Columbia, sitting in Equity, for the foreclosure of the said mortgage and the appointment of a Receiver or Receivers, under the provisions of said Act of 1878, and have made the Complainants in this case, as well as the said Canal Company, parties thereto, and they will ask leave if need be, to refer to said proceedings, and in such case, to have them taken as part of this their answer. For the convenience of your Honors, they file herewith a printed copy of their said bills, which are identical in their terms, which copy is marked "Respondents Exhibit C." Respondents will respectfully insist that under the averments aforegoing, and those in their said bills contained, they are entitled to a decree for a foreclosure and the appointment of a Receiver or Receivers as therein prayed, and they further aver that the said Supreme Court of the District of Columbia has already, to wit, on the twenty-eighth day of January instant, passed a decree granting them such relief and appointing Henry C. Winship and Victor Cushwa Receivers of the said Canal, and all its rights, claims, interests and properties within the District of Columbia, as will appear by a certified copy of the said decree, which respondents will ask leave to refer to as part of this their answer, at the hearing (if said copy cannot be sooner procured, to be filed herewith) and on the full legal effect of which they will rely.

5. Respondents, while insisting that the appointment of a receiver or receivers is absolutely essential to the protection of the bondholders under the Act of 1878, and for the preservation of their security under the mortgage which your respondents represent, nevertheless deny that the complainants have any standing in court under the facts and circumstances alleged and existing, to have such receiver or receivers appointed on their application. In so far as any of the complainants individually may be bondholders under the mortgage

of 1844, they are represented by their trustees, who, in the absence of any averment of neglect or misconduct on their part (which they are precluded from making) are entitled to speak for their *cestuis que trustent* in equity. The mortgage under which they act and the law which authorized its execution give no lien whatever on the *corpus* of the canal, but only on such surplus of its revenues as may remain after paying the necessary and proper repairs and expenses of the work under the administration of the canal company, and they have no right to interfere with such administration or take possession of the canal, unless there shall be a deficiency of revenue arising from the fault of the said company, which is not here charged. It is not easy to perceive therefore that the complainants, whose functions are thus defined and limited, can have any right to intervene in the mode and for the purposes set forth in their bill, especially as they have no right of foreclosure to which such appointment might be incidental or ancillary.

6. Respondents admit the matters and things set forth in the seventh, eighth and ninth articles of said bill, except in so far as relates to the cost of putting the canal again in order. Respondents deny that it will require three hundred thousand dollars to put the canal in such repair that it can be again operated. On the contrary, they are informed, believe and charge that the same can be done for probably less than half that amount, and that a receiver, appointed by your Honors, and authorized, under the direction of this court, to make such repairs as will be needful to rehabilitate the canal as a water way, can readily obtain all the means thereafter which such restoration will require, upon certificates of indebtedness, authorized by your Honors, and can easily and promptly place the canal in a condition in which it can be sold, under decree, to the great advantage of the bondholders represented by these respondents and all others concerned, which, in its pres-

ent condition, is absolutely impracticable. Respondents aver that a sale of the canal in its present dismantled and ruinous condition would be a great loss and gross injustice to all incumbrancers, and that the interference of a court of equity, in the exercise of its preventive and protective jurisdiction, as prayed by these respondents in their bill aforementioned, is suggested by every fact and circumstance connected with the situation. Respondents believe and aver that under proper management and withdrawn from all influences except those looking towards its development and administration, as a business concern, the canal may not only once again be made an instrument of great public benefit, but be enabled to resume the payment, at no distant day, of interest, in part at least, of its large bonded indebtedness, if your Honors should see fit, in the interest of all concerned, to postpone its sale.

And these respondents pray to his Honor to be hence dismissed, &c.

S. T. WALLIS,
Solicitor for Respondents.

JAMES SLOAN, JR.,
Trustee.

State of Maryland, City of Baltimore, Sct.

Before the Subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared, this twenty-eighth day of January, 1890, James Sloan, Junior, one of the Respondents, and made oath according to law, that the matters and things in the foregoing answer set forth are true to the best of his knowledge and belief.

Witness my hand and official seal.

JAMES SLOAN, JR.

Subscribed and sworn to before me, on this twenty-eighth day of January, 1890.

SEAL.

CHARLES R. GALLAGER,
Notary Public.

Mr J. A. Mason Atty

To Geo. B. Oswald, Clerk Circuit Court, Hagerstown, Md., Dr.

190	To ~~Fees~~,		
	Costs in No. 104 Ch. Nov. T. 1889. Annie Hook vs. C. & O. Canal Co.	8.	25
	Costs. Copy of Certificate as to Claim	1.	00
		9.	25
	Recd Payment for J. A. Mason Atty		
	Geo B Oswald. Clk		

☞ Please Remit.

Robert Bridges, R. D. Johnson and
Joseph D. Baker, Receivers.

To Jno. C. Martin Dr.

For professional services $50.00

Dec. 3. 1870

Receivers Chesapeake & Ohio Canal

1890 To T. L. Patterson Dr

June 20. For Services as Engineer and expenses $400.00

Receivers of Chesapeake & Ohio Canal

To Mrs Clara Hamilton Dr

1890

Dec 1. To rent of room in Hotel Hamilton for office from March 10th to Dec 1st 1890 $180 00

Dec 1st 1890

Receivers of the Ches & Ohio Canal Dr To James P Basir for Services rendered from March 11th 1890 to Dec 1st 1890 Eight month and nineteen days at $50 per month $431.67

Extra Expense 32.95

$464.62

Dec 1st 1890

Expenses for Rail Road fares and livery

Seven trips to Frederick 1.25	8.75
Six " " to Hagarstown 1.35	8.10
To Great Falls and Seven Locks	4.60
To Dam No 4	2.70
To Muddy Branch	4.60
To Dam No 4	2.70
To head of Nine Mile Lock	1.80
	$32.95

Robert Bridges, R. D. Johnson.
& Joseph Baker Receivers
to.
H. H. Keay & Alex Cunningham Dr.

1890. For services rendered said receivers
$200.00.

D Ma Samara

Cumberland, Md., Dec. 2nd 1890.

Messrs.
R. D. Johnson
Robt. Bridges } Receivers
Jos D. Baker } Chesapeake & Ohio Canal Co.

To W. P. Conlehan Dr.

1890			
Sept	19	For amount of Daniel McNamara's Order of this date	$150.00

Cumberland, Md., Dec. 2nd 1890.

Mess. Robt. Bridges
R. D. Johnson } Receivers
Jos. D. Baker } Chesapeake & Ohio Canal Co.

In a/c. with Daniel. McNamara.

1890				
Mar 11 to Dec 2		For Service as Watchman at "Basin Wharf" etc. at Cumberland Md., from March 11th 1890 to Dec. 2nd 1890 264 days @ $1.00 per day		264.00
1890		Cr.		
Apl	10	By Cash per R. D. Johnson Milling Co.	30.00	
Sept	19	" Order in favor of W. J. Cunehan	150.00	180.00
		To Balance - - - -		$84.00

Dr MacNamara

Hagerstown Baltimore, 1891

Received from Mess. Bridges Johnson & Baker, Receivers Chest & Canal Co.

Two hundred & Sixty Six — Dollars,

In full for Services as Watchman Cumberland Wharf

$266.00/100

PAUL & LINDSAY, PRINT.

Kelly et al
vs
Chesapeake & Ohio Canal Co

No. 4058 Eq. Washington Co.

Cumberland, Md. July 21 1891

Mr John & Isaac Brady Ex of Samuel Brady decd

To **DAVID WALKER,** Dr.

Sheriff of Allegany County, Maryland.

1891

June	6	1/0	Order on Cochrane & Walker.			80
July	20	"	Injunction on. " " "			80
						$1.20

Rec'd Payment

Mr. J. A. Mason, Atty.

To Geo. B. Oswald, Clerk Circuit Court, Hagerstown, Md., Dr.

190 3. May 4	To Fees, Copy of Cert. &c. of Judgt. Eq. C. to G. C. Co.	#	1. 50

Rec'd. Payment
Geo. B. Oswald, Clk.

☞ Please Remit.

No. 4,191. Egty.

Received Department,

Robert Butterworth

Agent Engineer, U.S.

of

George B. Osgood

Hagerstown, Md., Jan. 18th, 1864.

4191 Eth

Hagerstown, Md., Jan. 18th, 1904.

George B. Oswald,

to

Agnes Buckey, Dr.

For typewriting record $27.30

E. E. Pifer, Clerk of Court 20 —

Received payment, 10

$7.30

Mr J. A. Mason Atty

To Geo. B. Oswald, Clerk Circuit Court, Hagerstown, Md., Dr.

1904 Aug 13.	To ~~Fees~~; Making Certified Copy of Judgt Miller v Whitney vs C & O Canal Co.	$2.00
	Rcd Payment Geo. B. Oswald Cr	

Please Remit.

Mr. J. A. Mason Atty

To Geo. B. Oswald, Clerk Circuit Court, Hagerstown, Md., Dr.

1904 May 28	To Fees, Certificate &c for Assignment	Biser vs C. & O. Canal Co	$1 50

Recd Payment
Geo. B. Oswald Clerk

Please Remit.

Mr. Hugh L. Bond Jr., Benj. T. Richmond Special Trustees in Nos. 4191, 4198 } Equity
— Cr. O. Canal Co. —

To Geo. B. Oswald, Clerk Circuit Court, Hagerstown, Md., Dr.

1905	To ~~Fees~~, Costs		
May 4.	filing & making Copies on Pet.		
	W. Md. R.R. Co.		
	" Recording		
		$	
		21.	25
		276.	50
		297.	75

Rec'd Payment
Geo. B. Oswald, Clerk

Please Remit.

Copy of Voucher No. 4622, George B. Oswald.

Fees of Clerk of Circuit Court for Washington, Co., Md. in case George S. Brown et al. vs Chesapeake & Ohio Canal Co. # 4191 and 4198, Consolidated.

1890				
Dec.	29	Fees in above Case to Decree		$210.45
1891				
Nov.	16	Injunction against Executors of S.D.Brady	$49.85	
1892				
Nov.	3	Case of Seneca Stone Co.	32.40	
"	"	Making record to Court of Appeals	48.15	
1893				
May	13	Copies of Deeds per B. S. Johnson	5.00	
1894				
Aug.	14	Petition for extension of time	15.25	
1896				
Jan.	7	Copies of Bond and order of Court (Lane)	3.60	154.25
				$364.70

Costo

Costs in No. 4191 & 4198 Equity, Consolidated
In the Circuit Court for Washington County,
sitting as a Court of Equity.

Geo B. Oswald Clerk on proceedings to Decree Oct. 2. 1890.	$ ~~210.45~~
do. Making Record to Court of Appeals	123.50
Sheriff serving papers,	29.45
Solicitor	10.00

Costs on Petition of Receivers, Dec 13. 1890

Geo. B. Oswald, Clerk	5.40
Solicitor	10.00

Costs on Petition of James Sloan Jr. et al
Surviving Trustees and Order of Court
July 27. 1891 —

Geo B. Oswald, Clerk	4.80
Solicitor	10.00

Costs on Petition of Seneca Stone Co
and Order of Court for Injunction July 12. 1892

Geo. B. Oswald. Clerk	~~32.40~~
do. Record to Court of Appeals	~~48.15~~
Sheriff	1.00
Solicitor	10.00

Costs on Petition of Trustees for extension of time and Order of Court Aug. 14. 1894.

Geo. B. Oswald. Clerk.	$ 27.15
do. Record to Court of Appeals	~~15.25~~
Sheriff	2.00
Solicitor	10.00

Costs on Petition of Trustees to receive money from the United States and Order of Court Aug 17. 1896-

Geo. B. Oswald Clerk.	13.25
Sheriff	1.00
Solicitor	10.00

Costs on Petition of Trustees April 8. 1901 and Order of Court

George B. Oswald Clerk.	9.05
Solicitor	10.00

Costs on Petition of Great Falls Power Co July 27. 1901-

Geo. B. Oswald	11.00
Solicitor	10.00

Geo B. Oswald. Record. Writ of Diminution Apl 8. 1904 9.25

Costs on Petition of Mary E. Garrett et al

Geo. B. Oswald Clerk	$ 2.10
Solicitor	10.00

Costs on Petition of Trustees of Dec 16. 1905

George B. Oswald Clerk	12.00
Solicitor	10.00

Geo. B. Oswald Clerk, filing and Certifying 95 Judgts	$ 42.75
do. " filing 83 Claims	4.15

Costo

1/

Costs in No. 4191 & 4198 Eqty. Consolidated
In the Circuit Court for Washington County, sitting
as a Court of Equity.

G. B. Oswald, Clerk, on proceedings to Decree, Oct. 2. 1890.	210.45
do. Making record to Court of Appeals	123.50
Sheriff serving papers	29.45
Solicitor	10.—
Costs on Petition of Receiver Dec. 13. 1890	
G. B. Oswald Clerk	5.40
Solicitor	10.—

V/

Costs on Petition of James Sloan Jr. et al
Running Partition and order of Court July 27. 1891.

G.B. Oswald Clerk	$ 4.80
Solicitor	10.—

Costs on Petition of Seneca Stone Co.
and order of Court for Injunction Jany 12. 1892

G.B. Oswald Clerk	$ 32.40
do. Record to Ct. of Appeals	48.15
Sheriff	1.00
Solicitor	10.00

3/

Costs on Petition of Trustees for extension of time and order of Court Aug. 14. 1894.

G. B. Osmer Clerk	$ 27.15
do, Record to Ct. of Appeals	15.25
Sheriff	2.00
Solicitor	10.00

Costs on Petition of Trustees to receive money from the United States and order of Court Aug. 17. 1896.

G. B. Osmer Clerk	$ 13.25
Sheriff	1.00
Solicitor	10.00

Costs on Petition of Trustees April 8. 1901. and order of Court

G. B. Osmer Clerk	$ 9.05
Solicitor	10.00

Costs on Petition of Great Falls Power Co, July 27 1901

G. B. Osmer Clerk	$ 11.00
Solicitor	10.00

G. B. Osmer Record Writ of Diminution April 8. 1904 $ 9.25

Costs on Petition of Mary E. Gantt et. al.

G. B. Osmer Clerk	2.10
Solicitor	10.00

4/

Costs on Petition of Trustees of Dec. 16. 1905

G. B. Orwood Clerk	$ 12.00
Solicitor	10.00

G. B. Orwood, Clerk, filing and entering 95 proofs	42.75
do, " filing 83 claims	4.15

No. 4191-4198 Eqty
Consolidated

Costs

Oswald Chas. $17.50
Mail Pub Co. 2.50
Auditor
Jobs Lang & Kelly 10.00

Acct No 4

No. 4191 & 4198 Eqty

Costs

Clerk 9.00

Printing - 2.50

Sol. fee 10.00

filing Petition	.05
Affidavit —	.05
filing order of Court	.05
3 Copies made @ 1.75	5.25
filing 3 Exhibits	.15
Copy of Answer, Exs.	2.60
" " Stff	.55
filing Amd. Petition	.05
Affidavit	.05
4 Copies of Amd. Petition	17.—
4 " affts. W. + P.	5.—
filing 10 Exhibits	.50
" Opinion	.05
enf. Decree —	.25
4 Copies of Dec. + Opin	17.—
tax Costs + Cthy	.25
	$48.85
Injunction — etc.	1.—
	$49.85

Walker Stiff
$1.70

[illegible] on the Deed of Partition of [illegible]
in No. 3660. Equity, to which reference is hereby made,

Second, also all the right, title, interest, Claim, demand and estate at law and in Equity of the said Benjamin F. Oswald in and to all his undivided interest in and to 26 3/4 acres of land more or less, with the improvements thereon, held in dower right, by his mother Sophia Oswald, lying in the County and State aforesaid and lying

Dg-	243	250	
	244	250	500

PN.	162	500	
	163	500	
	164	500	1500

2000

10738

THE BALTIMORE AND OHIO RAILROAD COMPANY

.....19.....

Byron ——— Stop Canal Rehabilitation
Fokes - Nolan (?)

Auditor 2692.35

617.49
155.15
462.34

(134)
(1) A. B. Jackson, dec'd, $617.49
Edna P. (Jackson) Baker
Admx. c.t.a.

(135)
(2) Samuel Deeble, dec'd. $392.00
Watson Ahlenfeld
Admr.

(140) - AW Latchford (out) 409.82

(146) Geo. G. Latchford (out) 356.97

~~(154) A. J. Padgett 67.28~~

(162) F.S. Mead (out) 294.00

(164) James Daley (out) 246.82

(167) Edward Farmer (out) 375.25

5474.32
2692.35

2781.97

Balto Aug 14. 1890

Dear Sir I am much obliged for your letter of 12th inst.

Of course, these deeds of mortgage were recorded in your County, & I pray you please have the record searched for

1. C & O Co to State, Ap 23/35
2 " " May 5. 1839
3 " " Jan 8/46

& have copies, under seal made of them & file them in the consolidated case.

Send me the bill of Costs & I will be glad to check it.

Yours Truly
Wm Pinkney Whyte
Atty Genl

G B Ormsby Esq
Cx

25-
5-
1.-
25-
20-
280

Patrice
90.-

Han 3/4.-

353.18
238.35
114.83

Johnstown
Baltimore

P P 95 $3.50
M M 170 3.00
9 A-3-13 2.50
$9.00

OFFICE OF

CLERK OF THE CIRCUIT COURT

FOR WASHINGTON COUNTY.

GEO. B. OSWALD, Clerk.

Hagerstown, Md., Dec. 24th 1890.

Hon. Spencer C. Jones,
Clerk of the Court of Appeals,
Dear Sir:-

I send you enclosed ~~a copy of the order~~ Filings in the Canal Cases No. 4191. and No. 4198 Equity, Consolidated, The Mail is printing the Record and all parties are anxious to have the case sent down as soon as possible, I thought by sending the Filings and the names of the Appellants you could prepare the cover of the record, they will nearly finish it this week,

No. 4191 & 4198 Equity

THE ATTORNEY GENERAL OF MARYLAND,
104 EAST LEXINGTON ST.
BALTIMORE.

Nov 28/90

Dear Sir

Please file the enclosed papers in the Orphans Court numbered 1 & 2

I think I have the cases properly described, as No. 4191 & 4198. If not, please correct the numbers prior to filing.

Yours truly
Wm Pinkney Whyte
Atty General

G. B. Oswald Esq
Clerk &c &c

Filed Nov. 28th 1890.

The Citizens National Bank,
OF FREDERICK.

U. S. DEPOSITORY.

Frederick, Md., Nov 5 1890

A J Lowndes Esq., Sec'y
Hagerstown Md

Dear Sir:

This is to Certify that the Receivers of the Chesapeake and Ohio Canal Co have paid Interest on loans as follows:

March 24	1890	$7.75	#13
May 3	"	6.80	#21
June 6	"	1.50	#23
" 23	(Should be " 1890)	18.36*	#23½
Aug 27	"	18.90	#41
Oct 3	"	18.90	#45
Total		$72.21	
		5.4*	add Error above
		72.75	

Yours Truly
Wm G Zimmerman
Cashier

Nov 5 1920

Interest Vouchers on Bonds

Citizens Nat. Bk Fredk

1890 Mar 24	7.75	#	11
" May 3	8.80	#	17
" June 6	1.50	#	21
" Aug 25	18.90	#	24
" Oct 21	18.90	#	34
	18.90	#	41
	72.75		

Of Governor Lee

Respectfully yours

This is to certify that the Governor of the Commonwealth and this Council for their joint Interest on bonds as follows:

March 24 1890	7.75	
May 3 "	8.80	
June 6 "	1.50	
Aug 25 "	18.90	
Oct 21 "	18.90	
Total	72.75	

Comptroller

Baltimore
Sept. 6. 1890

Hon R H Alvey
&c &c

Dr Sir

I transmit herewith an order on me, just received from the Board of Public Works.

With kind regards
Yours obt Servt.
Wm Pinkney Whyte
Atty Genl

JOHN P. POE,
ATTORNEY AT LAW,
100 E. Lexington St.,

BALTIMORE, November 27 1890

George B. Oswald Esq
Clerk of Circuit Court
for Washington Co
Dear Sir:

Please file the inclosed order for an appeal by the Chesapeake & Ohio Canal Company in the consolidated cases of Brown et al trustees & Sloan et al trustees agst the Ches. & Ohio Canal Co and others.

Kindly send me a postal acknowledging receipt of the order and informing me that it has been duly filed.

Yours truly
John P. Poe

Form 442. 3,000,000—3-31-90.

Operators are required to write all Telegrams in INK. C. SELDEN, Supt. Telegraph.

SENT TO No.	SENT BY	REC'D BY	TIME.
			M.

Check

Written ..... M.

BALTO. & OHIO R. R. CO.

TELEGRAM.

REC'D FROM No.	SENT BY	REC'D BY	TIME.
190			11 M.

Check

The writer of a telegram should always place the "time" at which the message was written in the blank space provided hereon. Operators are required to place the "time filed in the office" in the blank space provided therefor. The "*filed time*" must be *transmitted* with every message in accordance with instructions issued. After transmitting telegrams that (in their judgment) would have served the Company's interest if sent by train mail, operators are required to attach a copy of them to T. D. Form 157, and forward the same to the Division Chief Operator.

Date Baltimore Dec 9th 1890 Filed ..... M.

To Bradley G. Johnson Station.

Hagerstown

I would suggest to the Clerk that he hurry up the record as we wish to get at it early in January term I would do so in writing

John K. Cowen

Geo B. Oswald Esq.
Clerk of Circuit Court.

In the Case of the Canal case please make out the record for the Court of Appeals at once, as we understand appeals are taken.

If your delay is occasioned by the non-payment of the costs of making the record, the bondholders of 1844 will guarantee the costs of record.

Yours &c
Johnson & Johnson
Keedy & Lane
Attys for bonds of 1844

Oct 2/1880 — Decree appointing
Jos. D. Baker — Robt. Bridges &
Richard D. Johnson Trustees to
Wash Sub Canal Co —
Bond 1,000,000.00

R. H. Alvey Judge —

Geo. S. Brown et al Trustees
✓
vs
C & O. Canal Co et al

Cir Ct. Washington Co —
4191 Equity

Jos Sloan Jr. et al Trustees
✓
vs
Same

Cir Ct. for Washington Co.
4198 Equity —

To appeal

Which said appeals being by the Court here granted, it is thereupon ordered by the Court here, that a transcript of the record of proceedings in the Cause aforesaid be transmitted to the Court of Appeals of Maryland; and the same is transmitted accordingly.

Test:— Jno. P. Oswald, Clerk

I hereby certify that the aforegoing is truly taken from the records and proceedings of the Circuit Court for Washington County, as a Court of Equity, in the therein entitled Cause,

In testimony whereof, I hereunto subscribe my name; and affix the seal of the Circuit Court for Washington County at Hagerstown, this 24th. day of December, A.D. 1890.—

(Seal)

Jno. P. Oswald,
Clerk of the Circuit Court
for Washington County.

STATE OF MARYLAND,

Court of Appeals,

Annapolis, December 26th 1890

Geo. B. Oswald Esq.

Dear Sir.

Enclosed find the names of the appellants in the Canal cases, as set forth in the paper just received from you. It will be necessary for me to have the names of the appellees and their counsel in each case, before I can prepare the cover, &c. Please get Judge Alvey or Mr Keedy to fill up the blanks with the names of the appellees and also their counsel, and return to this office by return mail

Yours &c.

Spencer C. Jones

pr Clayton

T. M. LANAHAN,
ATTORNEY AT LAW,
102 E. LEXINGTON STREET.

Baltimore, Dec 11 1890

G. R. Oswald Esq

Dear Sir

I write you back when you think the Record will be ready in the Canal Case? We are all anxious this should be heard by the Court of Appeals at an early day - but cannot tell possibly before one Term

Recd when you
shall have it ready
to send them

Yours
U. Wakeman

JOHN P. POE,
ATTORNEY AT LAW,
100 E. Lexington St.,

BALTIMORE, July 12 1890

George B. Oswald Esq.
Hagerstown, Md.

Dear Sir:

The usual order of the Court in Brown and others vs the Canal Co and others provides that the order shall be served on the parties — Please oblige me by having a copy served on Mr Keedy Counsel for the trustees of the bondholders under the act of 1844 ch 281 and send me two copies that I may serve them upon Counsel here.

Yours
John P. Poe

UNITED STATES EXPRESS COMPANY,

Forwarders of Merchandise and Valuables by Fastest Passenger Express Trains

Between all Principal Cities in the Middle, Western, North Western and South Western States, Territories and Pacific Coast, and by connecting Expresses throughout the entire United States and Foreign Countries.

SPECIAL FEATURES:

EXCLUSIVE EXPRESS TRAINS CARRYING NO PASSENGERS.

ABSOLUTE SAFETY AND RESPONSIBILITY—QUICKEST DESPATCH AND DELIVERY.

EXPERIENCED MESSENGERS AND EMPLOYES—PROMPT SETTLEMENT OF CLAIMS.

VERY LOW RATES FOR THE VERY BEST SERVICE.

Special Attention to Family Packages. ***Purchases made with Care and free of Charge.***

CONSTANT STUDY TO PLEASE PATRONS.

SEND MONEY BY

UNITED STATES EXPRESS COMPANY MONEY ORDERS.

SOLD AT ALL OFFICES OF THE CO. PAYABLE AT OVER 7,000 PLACES.

RATES.

Not over - - $5.00	5 cents.	Over $20.00 to $30.00	12 cents.
Over 5.00 to 10.00	8 cents.	" 30.00 to 40.00	15 cents.
" 10.00 to 20.00	10 cents.	" 40.00 to 50.00	20 cents.

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UNITED STATES EXPRESS COMPANY MONEY ORDER system has ample provisions for refunding amount of lost orders, without unnecessary delays.

Received by Schaefer & Schaefer
M. 1191 Fifth St.

READ THE CONDITIONS OF THIS RECEIPT.

UNITED STATES EXPRESS COMPANY.

(18)

HAGERSTOWN, Md. Dec 29 1890

Received from G. B. Oswald

1 pa fld

said to contain

Valued at Asked and Not Given Dollars,

Marked Ann Spencer C Jones

Annapolis Md

NOT NEGOTIABLE.

Which we undertake to forward to the nearest point of destination reached by this Company, subject expressly to the following conditions, namely: This Company is not to be held liable for any loss or damage, except as forwarders only, nor for any loss or damage by fire, by the dangers of navigation, by the act of God, or of the enemies of the Government, the restraints of Government, mobs, riots, insurrections, pirates, or from or by reason of any of the hazards or dangers incident to a state of war. Nor shall this Company be liable for any default or negligence of any person, corporation or association to whom the above described property shall or may be delivered by this Company, for the performance of any act or duty in respect thereto, at any place or point off the established routes or lines run by this Company, and any such person, corporation or association, is not to be regarded, deemed or taken to be the agent of this Company for any such purpose, but on the contrary, such person, corporation or association, shall be deemed and taken to be the agent of the person, corporation or association from whom this Company received the property above described. It being understood that this Company relies upon the various Railroad and Steamboat lines of the country for its means of forwarding property delivered to it to be forwarded, it is agreed that it shall not be liable for any damage to said property caused by the detention of any train of cars, or of any steamboat upon which said property shall be placed for transportation; nor by the neglect or refusal of any Railroad Company or Steamboat to receive and forward the said property.

It is further agreed that this Company is not to be held liable or responsible for any loss of or damage to said property or any part thereof, from any cause whatever, unless in every case the said loss or damage be proved to have occurred from the fraud or gross negligence of said Company or their servants, nor in any case shall this Company be held liable or responsible, nor shall any demand be made upon them beyond the sum of ***Fifty Dollars,*** at which sum said property is hereby valued, unless the just and true value thereof is stated herein; nor upon any property or thing unless ***properly packed and secured*** for transportation; nor upon any ***fragile fabrics*** unless so marked upon the package containing the same; nor upon any fabrics consisting of or contained in ***glass.*** In no case shall this Company be liable for any loss or damage unless the claim therefor shall be presented to it in writing, at this office within ***sixty days*** after this date, in a statement to which this receipt shall be annexed. If any sum of money besides the charges for transportation is to be collected from consignee on delivery of the above described property, and the same is not paid within thirty days from the date hereof, the shipper agrees that this Company may at its option return said property to him at the expiration of that time, subject to the conditions of this receipt, and that he will pay the charges for transportation both ways, and that the liability of this Company for such property while in its possession for the purpose of making such collection, shall be that of Warehousemen only. And it is further agreed that this Company shall not be liable for loss of, or damage to BAGGAGE, addressed to Railroad, Steamboat or Steamship lines, after the same has been left ***at the usual place of delivery*** to such lines. ***The party accepting this receipt hereby agrees to the conditions herein contained.***

For the Company, Ling.

"Read on back our Money Order Rates, &c."

Form No. 501.

THE WESTERN UNION TELEGRAPH COMPANY, OF BALTIMORE CITY.

This Company **TRANSMITS** and **DELIVERS** messages only on conditions limiting its liability, which have been assented to by the sender of the following message.

Errors can be guarded against only by repeating a message back to the sending station for comparison, and the company will not hold itself liable for errors or delays in transmission or delivery of **Unrepeated Messages**, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after sending the message.

This is an **UNREPEATED MESSAGE** and is delivered by request of the sender, under the conditions named above.

NUMBER	SENT BY	REC'D BY	CHECK.
39	WS	B	10 Paid

Received at 6 24 pm Nov 29 1890

Dated, Balto Nov 29

To Geo B O Swale

Clerk Circuit Court

Have you received order for ~~states~~ appeal in Canal case

W Pinkney Whyte

Atty Genl

Form No. 501.

THE WESTERN UNION TELEGRAPH COMPANY, OF BALTIMORE CITY.

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NUMBER	SENT BY	REC'D BY	CHECK.
29	BMP	18 DH	

Received at 3 24 pm Oct 23rd 1890

Dated, Balto Oct 23

To H H Keely

Kindly get for me copy of the last decree in canal case certified under the act of Congress

John K Cowen

215 St. Paul Street,
Baltimore.

March 3rd 1890.

Dear Sir: I see it stated, in the newspapers, that Mr. Douglas has filed a petition in the Canal case on behalf of certain alleged creditors of the Canal. Do me the favor to send me a copy of it, at your early convenience, & of any order that the Court may have passed upon it.

Very truly yours,

S. T. Wallis

Geo. B. Ward Esq.
Clerk Cir. Ct.
of Washington Co.

BERNARD CARTER & SONS,
ATTORNEYS AT LAW,
208 COURTLAND STREET.

BERNARD CARTER.
CHARLES H. CARTER.
BERNARD M. CARTER.

BALTIMORE, Jan. 28. 90

Geo. B. O'Hara Esq
Dear Sir.

Please make me a copy at once, a copy of ~~the~~ any other papers filed since our appeal, showing substitution of John K. Cullen and others in place of ~~Stone~~ of the trustees under the deed of 1844,

Also copy of the Bond filed by said trustees, in pursuance of the decree of the Court.

Yours Truly
Bernard Carter

~~$3.00~~ Jany. 29/91

P.S. Please send check for cost.

UNITED STATES EXPRESS COMPANY,

Forwarders of Merchandise and Valuables by Fastest Passenger Express Trains

Between all Principal Cities in the Middle, Western, North Western and South Western States, Territories and Pacific Coast, and by connecting Expresses throughout the entire United States and Foreign Countries.

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Pers (Printed) in Cash Acct, (Pg 4)

READ THE CONDITIONS OF THIS RECEIPT.

UNITED STATES EXPRESS COMPANY.

(18)

HAGERSTOWN, Md. Jan 5 189 7

Received from G. B. Oswald

1 Pk Papers said to contain

Valued at Fifty Dollars,

Marked Van Spencer E Jones

Annapolis Md

NOT NEGOTIABLE.

Which we undertake to forward to the nearest point of destination reached by this Company, subject expressly to the following conditions, namely: This Company is not to be held liable for any loss or damage, except as forwarders only, nor for any loss or damage by fire, by the dangers of navigation, by the act of God, or of the enemies of the Government, the restraints of Government, mobs, riots, insurrections, pirates, or from ~~or by~~ reason of any of the hazards or dangers incident to a state of war. Nor shall this Company be liable for any default or negligence of any person, corporation or association to whom the above described property shall or may be delivered by this Company, for the performance of any act or duty in respect thereto, at any place or point off the established routes or lines run by this Company, and any such person, corporation or association, is not to be regarded, deemed or taken to be the agent of this Company for any such purpose, but on the contrary, such person, corporation or association, shall be deemed and taken to be the agent of the person, corporation or association from whom this Company received the property above described. It being understood that this Company relies upon the various Railroad and Steamboat lines of the country for its means of forwarding property delivered to it to be forwarded, it is agreed that it shall not be liable for any damage to said property caused by the detention of any train of cars, or of any steamboat upon which said property shall be placed for transportation; nor by the neglect or refusal of any Railroad Company or Steamboat to receive and forward the said property.

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For the Company, Kirig.

"Read on back our Money Order Rates, &c."

READ THE CONDITIONS OF THIS RECEIPT.

UNITED STATES EXPRESS COMPANY.

(18)

HAGERSTOWN, Md., Nov 16 189 1

Received from G B Oswald

Pa said to contain

Valued at Fifty Dollars,

Marked Speyer & Jones Annapolis

NOT NEGOTIABLE

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For the Company, Lauman

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OFFICE OF
J. W. S. COCHRANE,
ATTORNEY AT LAW,

Cumberland, Md., Sept 23 1891

Geo. B. Oswald, Esq
Chicago Ill.

Dear Sir – I have paid Gene Johnson the costs in the Brady case, and now I want you to make up the record for the January Term of the Court of Appeals, I have an agreement of counsel to use the record already printed in the case, so you will include in your record only our own proceedings I inclose the agreement so that you can put it in the record, There is a plat with some

OFFICE OF
J. W. S. COCHRANE,
ATTORNEY AT LAW,

Cumberland, Md., 189

affidavits annexed to it in the hands of Judge Alvey and which have not been filed. They were sent to Judge Alvey direct and he used them but did not file them. You will please get them from the Judge and get him to order them filed nunc pro tunc

You can commence on the record at once, but I dont want it to go up to the Ct. but to the Jury, Term of the Court, when you get the work done before sending it up let me have your bill and I will remit:

Very truly
J. W. S. Cochrane

OFFICE:

J. W. S. COCHRANE,

Attorney-at-Law,

~~No. 7 North Liberty Street,~~

Cumberland, Md., Aug 17, 1897.

Geo. B. Oswald, Esq

Dear Sir - I send order for appeal in the Brady Condemnation case I will write you as to the record as soon as I have opportunity to communicate with Geo Johnson,

We will not give bond but pay the costs.

Very Truly
J. W. S. Cochrane

OFFICE
J. W. S. COCHRANE,
ATTORNEY-AT-LAW,

Cumberland, Md., Aug 24 1891

Geo B. Oswald, Esq
Clerk
Dear Sir – Would you kindly inform whether or not the order for appeal in the Brady Canal Case has been received and entered. I want to be sure about the matter before the time expires. The order was mailed ten days ago.

Very truly
J. W. S. Cochrane

OFFICE OF
CLERK CIRCUIT COURT,
ALLEGANY COUNTY.

THEO. LUMAN, CLERK.

Cumberland, Md., July 18 1891.

Geo. B. Oswald Esq
Clerk Circuit Court
Hagerstown Md.

Dear Sir:

Yours of the 15 inst asking for statement of my costs in case of Johnson etal Trustees vs Brady's Executors rec'd. I have't any costs in the Injunction case; the only costs I have is $1.50 in each of the Fifa cases on which the injunction was issued. Spoke to Sheriff Wucker about his costs, he will write you Monday.

Yours Truly
Theo. Luman

H.

NOTHING BUT THE ADDRESS TO BE ON THIS SIDE.

Geo. B. Oswald, Esq
Clerk of the Court
Hagerstown
Maryland

Cumberland,

Aug 31 1891

I would give your bill of the costs in the Brady Case. Please send it to me & oblige Yours &c

J. W. Sleeckroy

UNITED STATES

POSTAL CARD

ONE CENT

NOTHING BUT THE ADDRESS TO BE ON THIS SIDE

Geo. B. Oswald. Esq
Clerk of the Court
Hagerstown
Maryland.

Cumbd Md.

July 29/91

Please send me the bill of costs in the Brady Condemn Case as we want to fix up. Obliged

Yours Truly

J. W. S. Leckrone

OFFICE OF
CLERK CIRCUIT COURT,
ALLEGANY COUNTY.

THEO. LUMAN, CLERK.

Cumberland, Md., Augt 5th 1891.

Geo. B. Oswald Esq.
Hagerstown.

Dear Sir:

In reply to yours of the 31st of July ult. would state that I have been paid for all copies furnished in the ~~Injunction~~ case against Brady's Exrs. by the respective parties.

Yours Truly
Theo. Luman

H.

OFFICE OF
J. W. S. COCHRANE,
ATTORNEY AT LAW,

Cumberland, Md., Nov 9 1891

Geo. B Oswald, Esq

Dear Sir – By reference to your letter, I find that the appeal was entered Aug 18th in the Brady case, by which it would appear that the time would expire Nov 18, for transmission of the record. I have no desire to hurry you, but want to avoid trouble of an oversight – if in your press of business you have no observed the fact.

Truly
J. W. S. Cochrane

OFFICE OF
J. W. S. COCHRANE,
ATTORNEY AT LAW,

Cumberland, Md., Oct 26 1891

Geo B. Oswald, Esq
Clerk

Dear Sir — Please inform me as to when the record in the Brady case will be finished and oblige

Yours truly
J. W. S. Cochrane

301 A. H. 5,000-12-2-90.

Baltimore and Ohio Railroad Company,
Law Department,
Baltimore, Md.

JOHN K. COWEN,
GENERAL COUNSEL.

July 28 1891

SUBJECT:

Mr. George Oswald, Clerk &c.
Dear Sir:
Will you not kindly send me an attested copy of Judge Alvey's order filed yesterday regulating the distribution of the fund in hands of Messrs. Sloan & Lowndes Trustees.
We expect a bill for all copies of papers we order from this office, and hope you can keep an account.
Your attention will oblige
Yours very truly,
Hugh L. Bond Jr.

Shiff. Potto. City.

Bill

OFFICE SHERIFF OF BALTIMORE CITY,

CITY COURT HOUSE.

GEORGE McCAFFRAY, SHERIFF.

Baltimore, Feby 21st 1891.

George B. Oswald Esq:

Dear Sir

Enclosed please find my bill of costs in the canal case - I have made out the bill against you supposing that you have entered our costs with your own If you collect please retain your per cent and remit Balance

Very Truly Your

George McCaffray

Sheriff

Per. Carroll

Circuit Court, Washington County,

Feby, 21st 1891

M George B Oswald.

To George McCaffray, Dr.

SHERIFF OF BALTIMORE CITY.

No 4191 Eq.	George S Brown et. al Trustees		
No 4198 Eq.	vs		
	The Chesapeake & Ohio Canal Company.		
Janry. 16th 1890			
Serving Eq. Subs.	Summoned.	8 @ 40 Ea.	3,20
" " " 18 copies Order of Court.			9.00
July 11th 1890			
Serving five (5) Copies petition & Order			5.00
			$17.20

BRADLEY S. JOHNSON.

JOHNSON & JOHNSON,
ATTORNEYS AT LAW,
206 COURTLAND STREET.

BALTIMORE, Apr 20 1892

Mr Ashton, Clerk &c

Dear Sir

Please let me know who are the Counsel who filed the Bill - Seneca Sandstone Co vs - The Chesapeake & Ohio Canal Co?

2d Send me copy Bill & Exhibits & Court's order &c

Third - What is the title of the proceeding & what is the day set for hearing?

Yours Respectfully
Bradley T. Johnson

George please find me
Papers in 586 Symes

Schley

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Mr. Philip Cleary
Superintendent
United States Express Co.

READ THE CONDITIONS OF THIS RECEIPT.

UNITED STATES EXPRESS COMPANY.

(18)

HAGERSTOWN, Md., Nov 3rd 189

Received from Geo B Oswald

said to contain

Fifty Dollars,

Marked J H Frank Ford Annapolis Md

NOT NEGOTIABLE

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For the Company, Swan

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300 A. H. 1,000-11-30-91.

Baltimore and Ohio Railroad Company,
Law Department.
Baltimore.

JOHN K. COWEN,
GENERAL COUNSEL

Aug 17/92.

SUBJECT: Seneca Sandstone Co. vs. Canal Trustees.

H. H. Keedy, Esq.,

Hagerstown, Md.

Dear Sir:

Will you kindly instruct the Clerk to make up the record in the above case by including therein simply the petition of complainant, answer of the Trustees, replication, affidavits, testimony taken, opinion of the Court, and the several orders entered in this particular proceeding; also include the orders entered by the Court after the original case was appealed to the Court of Appeals, which found that the Trustees had complied with their offer, and which placed the Trustees in possession of the canal.

Rule 18 of the Court of Appeals, relating to appeals generally, provides that whenever a case has once been before the Court of Appeals, it is only necessary to copy into the transcript, on any subsequent appeal, the proceedings occurring in the Court below subsequent to the original appeal.

Yours very truly,

J. K. Cowen

Mr Oswald

Mr Oswald - July 12th 1892

My Dear Sir:

Please file opinion and order in the Canal Case; and if there should be any copies required of them I shall be obliged to you to see that the punctuation is made according to original

Yours R H Alvey

OFFICE OF
J. W. S. COCHRANE,
ATTORNEY AT LAW,

Cumberland, Md., Jany. 7, 1892

Geo. B. Oswald, Esq

Dear Sir — Please send the plat in the Brady case to the Clerk of the Court of Appeals so that he will have it when the Court meets on Tuesday & oblige

Yours very truly

J. W. S. Cochrane

OFFICE OF TRUSTEES
CHESAPEAKE & OHIO CANAL COMPANY.

BRADLEY S. JOHNSON,
SECRETARY.

GEORGETOWN, D. C. May 11th 1893

Geo Oswald Esq
Clerk Circuit Court
Hagerstown Md

Dear Sir

Please send me copies of Deeds dated Apr 15 - 1845 - from the Ches & Ohio Canal Co to Ro: W Watkins recorded in IN No 1 - 382 - and from same to David Mace - dated May 3 - 59 & recorded in IN No 14 - fol 328. & the bill for the copies -

I would like to have them as soon as possible -

Very truly yours
Bradley S. Johnson

READ THE CONDITIONS OF THIS RECEIPT.

UNITED STATES EXPRESS COMPANY.

(18)

HAGERSTOWN, Md., Aug 14 1894

Received *from* Geo B Oswald

1 Box Pa *said to contain*

Valued at fifty *Dollars,*

Marked Wm J Frank Jr

Annapolis Md

NOT NEGOTIABLE

Which we undertake to forward to the nearest point of destination reached by this Company, subject expressly to the following conditions, namely: This Company is not to be held liable for any loss or damage, except as forwarders only, nor for any loss or damage by fire, by the dangers of navigation, by the act of God, or of the enemies of the Government, the restraints of Government, mobs, riots, insurrections, pirates, or from or by reason of any of the hazards or dangers incident to a state of war. Nor shall this Company be liable for any default or negligence of any person, corporation or association to whom the above described property shall or may be delivered by this Company, for the performance of any act or duty in respect thereto, at any place or point off the established routes or lines run by this Company, and any such person, corporation or association, is not to be regarded, deemed or taken to be the agent of this Company for any such purpose, but on the contrary, such person, corporation or association, shall be deemed and taken to be the agent of the person, corporation or association from whom this Company received the property above described. It being understood that this Company relies upon the various Railroad and Steamboat lines of the country for its means of forwarding property delivered to it to be forwarded, it is agreed that it shall not be liable for any damage to said property caused by the detention of any train of cars, or of any steamboat upon which said property shall be placed for transportation; nor by the neglect or refusal of any Railroad Company or Steamboat to receive and forward the said property.

It is further agreed that this Company is not to be held liable or responsible for any loss of or damage to said property or any part thereof, from any cause whatever, unless in every case the said loss or damage be proved to have occurred from the fraud or gross negligence of said Company or their servants, nor in any case shall this Company be held liable or responsible, nor shall any demand be made upon them beyond the sum of ***Fifty Dollars,*** at which sum said property is hereby valued, unless the just and true value thereof is stated herein; nor upon any property or thing unless ***properly packed and secured*** for transportation; nor upon any ***fragile fabrics*** unless so marked upon the package containing the same; nor upon any fabrics consisting of or contained in ***glass.*** In no case shall this Company be liable for any loss or damage unless the claim therefor shall be presented to it in writing, at this office within ***sixty days*** after this date, in a statement to which this receipt shall be annexed. If any sum of money besides the charges for transportation is to be collected from consignee on delivery of the above described property, and the same is not paid within thirty days from the date hereof, the shipper agrees that this Company may at its option return said property to him at the expiration of that time, subject to the conditions of this receipt, and that he will pay the charges for transportation both ways, and that the liability of this Company for such property while in its possession for the purpose of making such collection, shall be that of Warehousemen only. And it is further agreed that this Company shall not be liable for loss of, or damage to BAGGAGE, addressed to Railroad, Steamboat or Steamship lines, after the same has been left ***at the usual place of delivery*** to such lines. ***The party accepting this receipt hereby agrees to the conditions herein contained.***

For the Company, M R Miller

"Read on back our Money Order Rates, &c."

UNITED STATES EXPRESS COMPANY,

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UNITED STATES EXPRESS COMPANY MONEY ORDERS.

SOLD AT ALL OFFICES OF THE CO. PAYABLE AT OVER 15,000 EXPRESS OFFICES.

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Not over	**$5.00**	**charges**	**5**	**cents.**	**Not over**	**$30.00**	**charges**	**12**	**cents.**	**Not over**	**$60 00**	**charges**	**20**	**cents.**
"	**10.00**	"	**8**	"	"	**40.00**	"	**15**	"	"	**75.00**	"	**25**	"
"	**20.00**	"	**10**	"	"	**50.00**	"	**18**	"	"	**100.00**	"	**30**	"

Over $100 at same rates.

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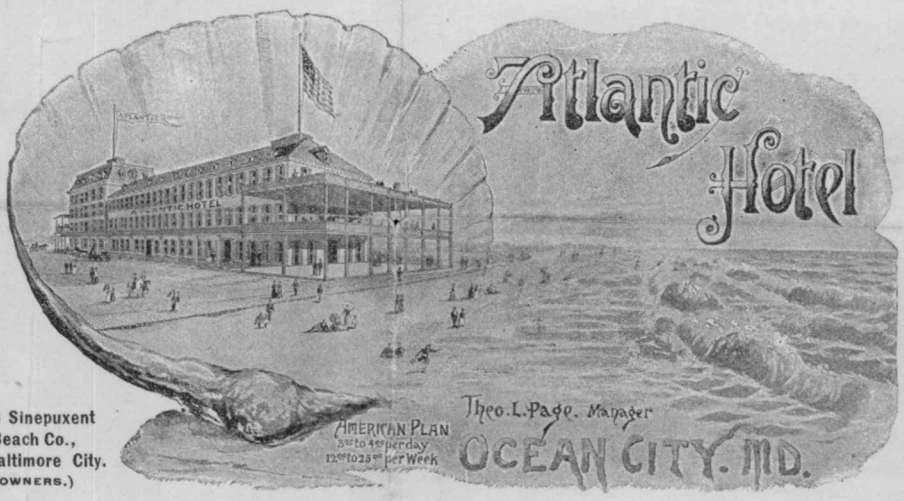

The Sinepuxent Beach Co., of Baltimore City. (OWNERS.)

Geo. S. Brown
et al
Chas. & Ohio Canal Co
et al

July 29th 1894

George B. Oswald Esq
Clerk &c

Dear Sir:

Some weeks ago, I mailed you an order staying an appeal in the above cases (consolidated) from Judge Stake's recent decision & decree. Did you receive the order? Kindly send answer by postal card to my office 100 E. Lexington St. Baltimore.

Yours &c John P. Poe

Form No. 501.

THE WESTERN UNION TELEGRAPH COMPANY, OF BALTIMORE CITY.

CABLE SERVICE TO ALL THE WORLD.

This Company **TRANSMITS** and **DELIVERS** messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of **Unrepeated Messages**, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an **UNREPEATED MESSAGE**, and is delivered by request of the sender, under the conditions named above.

NUMBER	SENT BY	REC'D BY	CHECK
463	Ba	B	39 Paid 34

RECEIVED at 643 pm Aug 4th 1896

Dated Q Balto Md 4

To Clerk of Circuit Court

Please furnish us at once with copies of petition for substitution of new security on bond of John K Cowen receiver and copy of petitions or motions of creditors desiring to be heard in relation there to

$1,50

Fisher Bruce & Fisher
Equitable Building Baltimore

William A. Fisher.
W. Cabell Bruce.
D. K. Este Fisher.
TELEPHONE NO. 561

Fisher, Bruce & Fisher,
ATTORNEYS AND COUNSELORS AT LAW.
BALTIMORE.

Equitable Building,
Seventh Floor,
Rooms 744-750.

August 5th, 1896.

To the Clerk of the Circuit Court,

Hagerstown, Washington Co., Md.

Dear Sir:-

We telegraphed you yesterday afternoon, asking for copies of the petition or motion filed to substitute a new bond of John K. Cowen, Receiver in the Chesapeake and Ohio Canal Case. By a mistake, we described him as Receiver, but understand that he is Trustee under one of the Chesapeake and Ohio Canal mortgages. If you did not understand the telegram, I trust this will explain what we wish. Judge Alvey, some years ago, passed a decree in the Chesapeake and Ohio Canal case pending in your Court, whereby he decreed a sale of the property under one of the mortgages and, in the decree, provided that the sale should be suspended for four years and that, during those four years, the Trustees under one of the mortgages should operate the Canal, and that if, at the end of the four years, the funds were not sufficient for the purposes mentioned in the decree, then it should be sold; and he required the Trustees to give a Bond in the penalty of $600,000. Recently, an application was made in the case to substitute a New Bond, and I understand in the penalty of $30,000, and that some of the lien creditors, particularly from Cumberland, have asked to be heard upon the subject. The application for the substitution

#2. August 5th, 1896.

of a new bond was to have been acted upon by the Court on Monday last, but was postponed, as we understand, in consequence of the desire of the lien creditors to be heard. Will you please be kind enough to furnish us as soon as possible with a copy of the Bond filed by Mr. John K. Cowen under the decree referred to, and also a copy of the application for the substitution of a New Bond, and also of any petitions or motions by which the lien creditors made known their desire to be heard. We would like to have these papers as soon as possible to confer with a client in relation thereto, who is about to leave the City for some time. We will, of course, remit your charges at once on being notified of what they are.

Yours truly,

Fisher, Bruce & Fisher,

$2.—
1.—
$3.—

J. N. Willison,
Attorney at Law,
Cumberland, Md.

Cumberland, September 4, 1896.

Judge Edward Stake.

My dear Sir:

The inclosed claim of William Goldsborough was not returned to me by Mr. Gambrill in time to get it to you by Sept. 1. I do not know what construction you may place on the Act of 1896, but I send the claim to you for your consideration. You will notice that Section 3 provides, that judgments shall be authenticated and proved as is now required, &c., and that claims not reduced to judgment shall be verified by affidavit of the owners thereof and shall be certified to be correct, due and unpaid by the President &c. Section 5 provides, that all such judgments or claims shall be "authenticated, proven and certified on or before the first day of September, 1896," and that "whenever any such judgment or claim authenticated, proven or certified as aforesaid" shall be presented to any Judge &c. it shall be the duty of such Judge to pass an order &c.

Thanking you for your courtesy in so promptly acknowledging the receipt of the claims sent to you by me, I am

Sincerely yours,

J. N. Willison

WILLIAM E. WALSH,
ATTORNEY AT LAW,
CUMBERLAND, MD.

August 8, 1896.

Mr. George B. Oswald,

Clerk Circuit Court,

Hagerstown, Md.

Dear Sir:-

I enclose herewith claims of Wm. T. Coulehan, my sister and myself against the Chesapeake & Ohio Canal Coampny. Will you please kindly request Judge Stake to approve them as required by chapter 136 1/2 of the Acts of 1896, and then file them in the Canal cases ? And when filed, will you please make and forward to me certified copies of the three claims ?

Very truly yours,

W. E. Walsh.

Cumberland Apl. 18th 1896

Geo. B. Oswald Esq

Dear Sir;

I enclose you Two Canal judgments Claims and petitions and orders of Court. Please file the same in No. 4191 & 4198 Consolidated, Equity in your Court and oblige.

Yours truly

Guy A. Richmond

A. A. Doub,
Attorney at Law,
Cumberland, Md.

Aug-13-1896.

Geo. B. Oswald Esq.
Clerk of Circuit Court.
Hagerstown, Md.
Dear Sir:

I send herewith two authenticated copies of judgments against the C. & O. Canal, Co. and wish you would be kind enough to hand them to Judge Stake and ask him to sign the certificates attached and then file them in Nos. 4191 & 4198 Equity. They have to be filed before Sept 1st. and so I will be grateful to you

A. A. Doub,
Attorney at Law,
Cumberland, Md.

If you will kindly attend to this for me and let me know if you can see the judge.

Very respectfully

A. A. Doub

BENJ. A. RICHMOND,
ATTORNEY AT LAW,
NO. 10 WATER STREET,

Cumberland, Md., Apl. 29th 1896

Geo. B. Oswald Esq
My dear Sir!

I now enclose you three more claims against the C & O. Canal Co. with proofs and orders please file them in the proper Equity Case. I sent you two some 10 days ago. Will you please drop me a Card to say whether you received these three and the other two. and oblige

Yours very truly
Benj. A. Richmond

BENJ. A. RICHMOND,
ATTORNEY AT LAW,
NO. 10 WATER STREET,

Cumberland, Md., Feby 14 1897

Geo. B. Oswald Esq
Dear Sir:

Will you please look at the proceedings in the Canal Cases 4191 and 4198 Eq in your court and let me know the following.

When and by what order or orders or proceedings John K. Cowen, H. N. Kelly ~~and~~ Hugh L. Bond and Joseph Bryan became trustees for the bondholders of 1844. They came in

shortly after Oct 1890.
by how they got in or
by what petition and by
whose order and where
the printed record does not
show.

If you kindly look up
the above and let me know
I will be very much
obliged.

Yours very truly
Guy C. Richmond

BENJ. A. RICHMOND,
ATTORNEY AT LAW,
NO. 10 WATER STREET,

Cumberland, Md., Feby 27 1891

Geo B. Oswald Esq
My dear Sir:

I thank you for the information about the Canal Trustees just rec'd, May I trouble you for the following further information, viz: Does the petition, on which the order was passed Nov. 28th 1890 state how Messrs. Brown, Gillings, Colston and Mathews got out of the trusteeship, whether by resignation or otherwise? and if by resignation will you

kindly give me the date of this resignation. Will you also let me know whether upon the death of Mr W. D. Kelly Senator Lane was not elected a member in his place. If you will kindly give the above I will be under further obligations to you

Yours very truly

Rufus A. Richmond

J. N. WILLISON,
ATTORNEY AT LAW,
CUMBERLAND, MD.

Cumberland, Aug. 1, 1897.

Geo. B. Oswald, Esq.,
Clerk Circuit Court, Hagerstown, Md.

Dear Sir:—

I think I remember seeing in the newspapers at the time a notice of a proceeding involving the rights of a lessee of the C & O. Canal Co., which was decided by Judge Alvey, while he was Chief Judge of this State. If you can find such a proceeding in the Canal Co. case, 4191 & 4195 Eq., I wish you would send me as soon as possible a copy of the opinion of Judge Alvey and of the other papers in reference to the case, other than the lease. If the papers are numerous, I wish only what may be necessary to show what questions were decided.

Very truly yours,

J. N. Willison

P. S.—

POSTAL CARD - ONE CENT.

United States of America.

THIS SIDE IS FOR THE ADDRESS ONLY.

CUMBERLAND, MD.
APR 2
6 30 PM
93

Geo. B. Oswald, Esq.,
Clerk Circuit Court,
Hagerstown,
Md.

Cumberland, April 2, 1898.

Be kind enough to let me know the amount of my claim as certified by Judge Stake in the Canal Case, in August, 1896.

Valentine J. Holzinger,
72 S. Mechanic St.,
Cumberland

State of Maryland,

OFFICE OF SECRETARY OF STATE.

Annapolis, Dec. 19, 1898.

Mr. George B. Oswald,

Clerk of the Circuit Court,

Hagerstown, Md.

Dear Sir:--

Will you be kind enough to inform me whether any papers in the Chesapeake & Ohio Canal case set forth in detail the assets and liabilities of the Canal. If so, I will be very glad if you will forward me a copy of the same.

What I particularly want is a list of all the property belonging to the Company.

Very respectfully,

Richard Dallam

Secretary of State.

(Dictated--D).

W. C. DEVECMON,
ATTORNEY AT LAW,
CUMBERLAND, MD.

Sept. 22d, 1892.

Geo. B. Oswold, Esq

Dear Sir: Please send me certified copies of the following claims against the C. & O. Canal Co., as the same appear filed in the Canal Cases, to wit:

Claim of 1. V. J. Holzinger
2. Peter Kelly
3. Edward Mulvaney
4. Mertens Sons
5. W. J. Cunlehan.

Please make out the certificates in the same form as those heretofore sent me. Send me your bill with them and will remit at once.

Very truly yours W. C. Devecmon.

$3.75

W.C. DEVECMON,
ATTORNEY AT LAW,
CUMBERLAND, MD.

Sept. 24, 1898.

George B. Oswold, Esq

Dear Sir: I wish you would append to the two claims here enclosed, to wit, claim of V. J. Holzinger & Edward Mulvany the proof that was appended to same. I presume this proof was a certificate of the correctness of the accounts signed by Mr. Gambrill, president of the Canal Co.

I return also your bill so that you can add to it the additional costs which compliance with this ~~bill~~ request will occasion.

Yes Yours W. C. Devecmon

W.C. DEVECMON,
ATTORNEY AT LAW,
CUMBERLAND, MD.

July 8, 1898.

Geo. B. Oswold, Esq

My dear Sir: The ~~the~~ court's certificate on the claim of George Martz should read "with interest from January 18, 1890", instead of from "Aug. 22 1896."

The claim of Jas. A Porter ought to read in the Court's certificate "with interest from Aug 21, 1895" instead of "Aug 28, 1896."

The Certificates of the Court on the claims of Jos. F. Murray and Albertus Spencer ought be corrected as per the written slips annexed to them.

Will you please kindly call Judge Stake's attention to these matters and get him to correct the originals, and then you correct the copies accordingly.

I am anxious to have these papers returned to me by Monday morning if

possible, and I shall be very glad to pay you for the trouble I am putting you to. Please send me bill for same.

Very truly yours W. C. Dreamer

I also enclose John W. Carder's claim. The Counter certificate should read "with interest from Jany 15, 1890" instead of from "Aug 28, 1896"

Form No. 168.

THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

21,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

RECEIVED at HAGERSTOWN MD

16B BA N 10Paid 1248PM

Cumberland Md July 11/98

Geo B.Oswald,

Hold papers until stake come home then forward to me.

W.C.Devecmon.

J. A. MASON,
ATTORNEY-AT-LAW.

Hagerstown, Md., July 7th. 1892. 189

Mr. Wm. C. Devecmon,

Cumberland, Md.

My dear Devecmon;- Enclosed please find claim of Charles Diffendall & Co against The Chesapeake & Ohio Canal Co., being of the amount of Two Hundred and Sixty-six and 28/100 Dollars ($266.28).

You will observe that this claim was never reduced to judgment but it was duly certified to by Judge Stake and filed in the Canal cases.

Mr. Diffendall died a short time ago and Mr. A. F. Snyder, surviving member of the firm, made the assignment. I think it is all right.

Yours truly,

J. Augustus Mason

W.C. DEVECMON,
ATTORNEY AT LAW,
CUMBERLAND, MD.

June 3d, 1898.

George B. Oswold, Esq

Dear Sir:

I return the following claims: (1) Darley, (2) Carder, (3) Remminger (4) Young (5) Foster (6) Martz. In the certificate of Judge Stake it is directed that they shall bear interest from the day his signed the same. It ought to have ~~stated~~ directed that they bear interest from the date of the judgment. Please examine them carefully and let me know whether the error is yours or that of the draftsman who prepared the judge's certificate

I also return the claim of Samuel J. Edwards. I wish you would attach to it the proof of the claim. I presume the proof is simply an admission of the claim under the hand of the president of the Canal Company.

I enclose check for $7.50. Whatever additional charge you have kindly let me know.

Very Truly Yours W.C. Devecmon

W. C. DEVECMON,
ATTORNEY AT LAW,
CUMBERLAND, MD.

May 31, 1898.

George B. Oswald, Esq.
Hagerstown, Md.

Dear Sir: Please send me certified copies of the following claims with Courts certificate etc. filed in the Canal Cases:

1. John W. Carder —
2. Lewis C. Hettinghouser
3. Geo. Martz —
4. Thomas Connell —
5. Jas. A. Foster —
6. Samuel D. Young —
7. Hugh Darkey —
8. C. M. Reminger —
9. Apollis Spring —

Make them all out in the same way as those you certified for Mr. Geo. Mason.

Send me your bill & I will forward check for the amount.

Very Truly yrs
W. C. Devecmon.

W. C. DEVECMON,
ATTORNEY AT LAW,
CUMBERLAND, MD.

May 31, 1898.

George B. Gwold, Esq.

Dear Sir: I wrote to you this evening requesting you to send me certified copies of certain claims filed in the C. & O. Canal case.

In addition to those please send me copy of the claim of Samuel J. Edwards. Also of the claim of James C. Clark & Co. (I do not know certainly whether or not the latter was filed with you).

Very truly yours
W. C. Devecmon.

Form No. 501.

THE WESTERN UNION TELEGRAPH COMPANY, OF BALTIMORE CITY.

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This is an **UNREPEATED MESSAGE**, and is delivered by request of the sender, under the conditions named above.

NUMBER.	SENT BY	REC'D BY	CHECK
1 Cu	J	J.	6 Q Paid

RECEIVED at 350 P Feby 27 1898

Dated Cumberland Md 27

To George B. Oswald

Two Judgments in favor of Brady were filed in canal case you certified only one send certificate of other at once it is for fourteen hundred and fifty dollars and seventy cents I have your letter showing both were filed. must have it here before noon tomorrow make certificate same as others sent

ERN UNION TELEGRAPH COMPANY, OF BALTIMORE CITY.

CABLE SERVICE TO ALL THE WORLD.

any **TRANSMITS** and **DELIVERS** messages only on conditions limiting its liability, which have been assented to by the sender of the following messag
an be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or
ransmission or delivery of **Unrepeated Messages**, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing
ixty days after the message is filed with the Company for transmission.
his is an **UNREPEATED MESSAGE**, and is delivered by request of the sender, under the conditions named above.

NUMBER.	SENT BY	REC'D BY	CHECK

RECEIVED at _____ _____ 189

Dated _____

To _____

Richmond. Can you have it here in time?

answer

A A Doub.

State of Maryland, Washington County, to wit:

I, George B. Oswald, Clerk of the Circuit Court for Washington County, Maryland, do hereby certify, that the annexed and foregoing is a true copy of the judgment and order of Court thereon, ~~fit~~ in the case of ~~Ellen L. Stubblefield Administratrix of George S. Stubblefield~~ vs the Chesapeake and Ohio Canal Co. filed in the cases of George L. Brown et. al vs the State of Maryland et. al. Nos 4191 and 4198 Equity, Consolidated, in the Circuit Court for ~~Allegany~~ Washington County, Maryland.

In testimony whereof, I hereunto subscribe my name, and affix the seal of the Circuit Court for Washington County, at Hagerstown, this 25th. day of February A.D. 1898

~~Geo. B. Oswald~~

at Cumberland

43 Hanover St
Cumberland Md
April 5th 99

Clerk of Circuit Court Hagerstown.

Dear Sir:

Will you kindly inform me whether or not, there is a claim in your office of James Noonan against the C & O Canal Co. for about $335.00? By giving me the desired information you will greatly oblige. Yours Respectfully

W. E. Noonan

ASSOCIATES:
EDWARD I. KOONTZ.
JOHN B. DEMING.
EDWARD A. ROBINSON.
W. THOMAS KEMP.

LAW OFFICES
OF
GEORGE WHITELOCK,
701 GUARDIAN TRUST BUILDING.

CABLE ADDRESS: "LOCKWHITE."

TELEPHONES:
CHESAPEAKE, ST. PAUL 1479.
MARYLAND, COURTLAND 561.

BALTIMORE, Sept. 2d, 1901.

George B. Oswald, Esq.,
Clerk Circuit Court,
Hagerstown, Md.

Dear Sir : -

My recollection is that Friday, September 6th, is the date set by the Court's order for the hearing in the Canal case of the Great Falls Power Company matter. Please kindly wire me, at my expense, whether or not this is correct, and oblige,

Yours very truly,

Geo. Whitelock

Friday Sept. 6. is day set for hearing Canal Case

May 10

$7.50

State of Maryland,
Isidor Rayner, Attorney General,
Rayner Building,
Baltimore.

May 18th., 1901.

Geo. B. Oswald Esq., Clerk,

Circuit Court of Washington County,

Hagerstown, Md.

Dear Sir:-

Have you sent up the Record in the Chesapeake & Ohio Canal case to the Court of Appeals?

Yours truly

Isidor Rayner

Neelands case
136 U.S. Lib P 89-104
39 Md

State of Maryland,

EXECUTIVE DEPARTMENT.

Annapolis April 24th, 1901.

Mr. George Whitelock,

Baltimore, Md.

Dear Sir:-

I beg to acknowledge the receipt of your letter of the 22d in regard to moving the ratification of the sale of a strip of land reported by the Trustees of the Chesapeake and Ohio Canal Company to the Great Falls Power Company. I will call the attention of the Board of Public Works to your communication.

Very respectfully,

Dict. J.W.S.-D.

John Walter Smith

Governor.

STATE OF MARYLAND,

BALTIMORE CITY, to wit :

I HEREBY CERTIFY that on this 26th day of April, 1901, before me, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, duly commissioned and qualified, personally appeared A. HUNTER BOYD, Jr., and made oath in due form of law that on Monday, April 22d, 1901, at 3 o'clock P. M., he did deposit in the mail at Baltimore, Maryland, typewritten notices, of which the annexed is a copy, addressed respectively to each of the three members of the Board of Public Works of the State of Maryland, as follows, viz : to Hon. John Walter Smith, Governor of Maryland, Annapolis, Maryland, to Hon. Joshua W. Herring, Comptroller, Westminster, Maryland, and to Hon. Murray Vandiver, Treasurer, Havre de Grace, Maryland.

Subscribed and sworn to before me the day and year aforesaid.

Howard S. Adams.
Notary Public.

C O P Y.

Baltimore, April 22d, 1901.

Dear Sir : -

I beg leave to advise you that I shall on Friday next, April 26th, 1901, at 10 o'clock A. M., or as soon thereafter as counsel can be heard, move the Circuit Court for Washington County, Maryland, to ratify and finally confirm the sale at $75,000. reported by the trustees of the Chesapeake & Ohio Canal Company to the Great Falls Power Company (which I represent as counsel) of a strip of land near the Great Falls of the Potomac in Montgomery County, Maryland. This matter was before the Court on Saturday last, April 20th, when Attorney General Rayner was present.

Respectfully yours,

GEORGE WHITELOCK.

ASSOCIATES:
EDWARD I. KOONTZ,
JOHN B. DEMING.
EDWARD A. ROBINSON.
W. THOMAS KEMP.

LAW OFFICES
OF
GEORGE WHITELOCK,
701 GUARDIAN TRUST BUILDING.

CABLE ADDRESS: "LOCKWHITE."
TELEPHONES:
CHESAPEAKE, ST. PAUL 1479.
MARYLAND, COURTLAND, 561.

BALTIMORE, July 30, 1901.

George B. Oswald, Esq.,
Clerk Circuit Court,
Hagerstown, Md.

My dear Sir : -

I have asked Judge Stake to sign a supplementary order in the Canal case directing notice to be given to Baker and Bridges, trustees, of the hearing on September 6th, 1901. Please send me two attested copies of this order as soon as it is signed.

Yours very truly,

Geo. Whitelock.

ASSOCIATES:
EDWARD I. KOONTZ,
JOHN B. DEMING.
EDWARD A. ROBINSON.
W. THOMAS KEMP.

LAW OFFICES
OF
GEORGE WHITELOCK,
701 GUARDIAN TRUST BUILDING.

CABLE ADDRESS: "LOCKWHITE."

TELEPHONES:
CHESAPEAKE, ST. PAUL 1479.
MARYLAND, COURTLAND, 561.

BALTIMORE, July 30, 1901.

Hon. Edward Stake,

Hagerstown, Md.

My dear Judge : -

I think upon reflection that I should like to have an order to notify Joseph D. Baker and Robert Bridges, surviving trustees under the decree of 1890, of the hearing on September 6th, in the Canal case. I suppose there can be no objection to this, and if you see none shall be glad to have you sign the enclosed order.

Yours very truly

Geo. Whitelock

I suppose you will have to send a copy to Sheriff of Fred Co, & one to Sheriff of Mark Co.
Ed Stake

ASSOCIATES:
EDWARD I. KOONTZ.
JOHN B. DEMING.
EDWARD A. ROBINSON.
W. THOMAS KEMP.

LAW OFFICES
OF
GEORGE WHITELOCK,
701 MARYLAND TRUST BUILDING.

CABLE ADDRESS: "LOCKWHITE."
TELEPHONES:
CHESAPEAKE, ST. PAUL 1479.
MARYLAND, COURTLAND 561.

BALTIMORE, January 17th, 1902.

George B. Oswald, Esq.,
Clerk Circuit Court,
Hagerstown, Washington Co., Md.

My dear Sir : -

I may now wish to have set for hearing the petition filed by the Great Falls Power Company in the Canal case, but before so doing, write to inquire whether or not any action has been taken by the exceptants or other parties in reference to the sale reported to the trustees by the Great Falls Power Company since the petition filed by the Great Falls Power Company about last July, asking that the matter be heard by the Court. If anything has been done please let me know precisely what it is. I should be glad if you would write me on this subject by letter addressed to my house, 29 E. Mount Vernon Place, Baltimore, Md., with special delivery stamp, so that I may receive it on Sunday morning.

Yours very truly,

Geo. Whitelock

There has been nothing done in this matter since the agreement or understanding between Mr Bond representing the trustees and Mr Raymond the City Counl to let the matters go over until the final determination of case by Ct of Appeals.

Mr Oswald ~~tom~~ is out of town this morning & the letter has been handed to me.

5,000-12-23-1901. 300 A H.

THE BALTIMORE AND OHIO RAILROAD COMPANY.

LAW DEPARTMENT.

HUGH L. BOND, JR., GENERAL ATTORNEY. BALTIMORE, MARYLAND.

March 21 1902

George Whitelock, Esq.,

Baltimore.

Dear Sir:

I return herewith the form of order submitted by you in the case of Brown et al. Trustees, vs. Chesapeake & Ohio Canal Co. et al., in the matter of the contract with the Great Falls Power Co. and sale of parcel of land of that company. I have assented to the form of order by endorsement on the back thereof.

I think the terms of payment provided in this order are as stringent as could fairly be exacted from your clients; they are certainly much more stringent than those provided in the contract reported to the court, and fully meet the point raised by Judge Stake, that the trustees should not become involved in the operations of your company by taking its bonds as security, or be required to institute proceedings to get back the property in case of failure to pay for it in full. I trust this form of order will be satisfactory to Judge Stake.

Yours very truly,

H. L. Bond Jr.

Encl. Gen'l Attorney.

John K. Cowen.
E. J. D. Cross.
W. Irvine Cross.
Hugh L. Bond, Jr.

Law Offices of
Cowen, Cross & Bond,

Baltimore & Ohio
Central Building.

Baltimore, Md. September 26/98. 189

To the Clerk of the Circuit Court

of Washington County,

Hagerstown, Maryland.

Dear Sir:-

I send you by express, orders to enter the judgments in the cases set out in the enclosed list to the use of Robert Garrett and Sons, and also assignments of the claims filed in the case of Brown, et.al. versus the State of Maryland et.al. in the Circuit Court for Washington County in Equity.

Will you please file the entry of the judgments to the use of Robert Garrett and sons in each of the cases in which the judgments were obtained, and file the assignment of claims in the case of Brown et.al. vs the State of Maryland et.al.

You will note that there are judgments in all cases, except the case of Charles Diffendale which has not been reduced to judgment. Please send me your bill of costs for the same.

Very truly,

En.

H. L. Bond Jr
P.

List of Claims
Robt Jarrett
J Sroe

25.	Philip T. Tyler	$1,147.25
26.	John Jackson	$ 50.50
27.	Thos. C. McDaniel, Guardian of Henry A. Berlin, (2 ch.)	$808.45
28.	Edward Hickman	$388.45
29.	George Marks	$528.85
30.	Dorlisgyl and Co.	$526.38
31.	Daniel C. Heffenbower	$1,147.40
32.	Jesse V. Hopkins	$388.38
33.	Jesse Jackson	$ 50.50
34.	Thos. C. McDaniel, Guardian of Henry A. Berlin, (2 ch.)	$808.45
35.	Jesse Elderkin Heirs	$ 50.50
36.	Edward H. Ogden	$388.27
37.	Wm. Washington	$ 50.50
38.	Geo. Lockwood	$540.80
39.	Wm. A. Johnson	$250.26
40.	Elias Elliott	$100.72
41.	Sylvia Lucas	$540.85

List of Claims to Aug. 1,1898.

1.	James Morrow,	$640.	85	Feby 90
2.	Levi Porter	$380,66	136	May
3.	Sallie C. Goddard	$3,489,06	118	May
4.	James E.Hughes	$300,89	135	May
5.	John Drenner	$134,39	109	May
6.	Thomas Little	$460,14	129	May
7.	Miller and Herbert	$178,33	128	May
8.	Wm. O' Neal,use etc.	$ 9,90		
9.	Neal Davis	$ 96,20		
10.	Simon Poffenberger	$ 23,75	10.642	
11.	M.V.B.Harsh and Co.	$148,42	127	May
12.	John S.Grove	$107,13	106	May
13.	John V.Myers	$689,60	108	May
14.	Michael Nolan	$150,26	111	May
15.	Barbara Kidweller	$ 93,10	137	May
16.	Daniel Souders	$160,90	105	May
17.	Daniel M.Read	$623,47	61	Aug 90
18.	Silas H.Drenner,	$330,50	115	May 90
19.	James H.Anderson	$217,70	133	May
20.	James A.A.Seaman	$122,26	144	May 90
21.	Joshua C.Wilson	$149,33	110	May
22.	Matgaret Shipley	$216,66	132	May

23.	Matilda Christman	$ 91,77	
24.	J.H.Medairy and Co.	$124,48	
25.	Archibald Ensminger	$386,16	
26.	Samuel Moravey	$ 63,60	
27.	Lewis Chaney	$ 42,30	
28.	John Chaney	$ 20,75	
29.	Samuel Moravey use etc.	$ 40,80	
30.	Joseph N.Shipley	$ 25,60	
31.	Daniel Sterling	$361,09	
32.	Catherine Herlily	$ 99,00	
33.	Numbarger ,use etc.	$624,56	
34.	Spencer and Co.	(1) $2,250,63 (2) $1,298.43	(Credit $1212,63)
35.	James F.Dugan	$453,89	
36.	Alozsius M.Flynn	$707,85	
37.	Neal Davis	$ 37,55	
38.	Henry Hedrick	$321,07	
39	John F.Dulaney	$ 95,95	
40.	Benj. F.Charles	$ 79,38	
41	John T.Shupp	$242,40	
42.	Thos. Dulaney	$ 91,61	
43.	Harry L.Troup	$192,36	

44	Solomon Troup	$540,53
45	Elias E.Mordell	$100,72
46.	Wm. A.Johnson,	$520,96
47.	George Thompson	$340,80
48.	Vandel Johnson	$379,05
49.	Joseph H.Murray	$228,37
50.	Lewis Eichelberger	$ 73,70
51.	Dennis A.Perrin, use of McDaniel #9145)	$808,45
52.	John Jackson	$ 20,90
53.	Philip T.Little	$1,151,53
54.	James A.Foster	$285,28
55.	Lewis C. Hettenhouser	$1,161,40
56.	Deffindall and Co.	$266,28
57	George Martz	$578,25
58.	Edward Rickard	$298,46

Bill Sent Oct 1. 1898

OLIVER P. JOHNSON,
Attorney-at-Law and Justice of the Peace,
OFFICES:
224 EAST CAPITOL STREET.
1228 THIRTY-SECOND STREET N.W.

Washington, D. C., Aug 23, 1900

Geo. B. Oswell Esq.
Clerk Washington County
Circuit Court
Hagerstown, Md.

Dear Sir:

Enclosed please find sworn accounts of Thos. W. Davis - against The Chesapeake and Ohio Canal Company for $200.00

Also the sworn account of Edward Farmer against said Company for $95.00

Any information touching these claims and how they shall be presented and certified will be duly appreciated by

Yours respy,
Oliver P. Johnson

OFFICE OF
CLERK OF CIRCUIT COURT
FOR ALLEGANY COUNTY.
JNO. W. YOUNG, CLERK.

Cumberland, Md., January 26th 1905.

Geo. W. Oswald Esq

Dear Sir:

I have requested Mr Lane to leave with me for a few days the Exhibits and descriptions of lands to enable me to draw a report therefrom and he has left them with me under the promise that I will safely deliver them into your hands in a few days I hope this will be satisfactory to you.

Yours truly

Benj. A. Richmond

OFFICE OF TRUSTEES

CHESAPEAKE & OHIO CANAL COMPANY

G. L. NICOLSON,
GENERAL MANAGER

~~WASHINGTON, D.C.~~ June 8, 1937.
301 B. & O. Bldg
Baltimore, Md.

Clerk,
Circuit Court for Washington County,
Hagerstown, Maryland.

Dear Sir:

Please file the attached report.

Yours truly,

W. L. Nicolson

Trustee.

No. 501.

E WESTERN UNION TELEGRAPH COMPANY, OF BALTIMORE CITY.

This Company **TRANSMITS** and **DELIVERS** messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of **Unrepeated Messages**, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an **UNREPEATED MESSAGE**, and is delivered by request of the sender, under the conditions named above.

NUMBER.	SENT BY	REC'D BY		CHECK
6 W	Ch	K	11 Paid	

RECEIVED at 2.30 Pm May 189

Washn Dec 28

George B. Oswald

Clerk Circuit Court

Please mail me today copy trustees answer to seneca companies Petition

Nathl Wilson

No. 501.

THE WESTERN UNION TELEGRAPH COMPANY, OF BALTIMORE CITY.

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This is an **UNREPEATED MESSAGE**, and is delivered by request of the sender, under the conditions named above.

NUMBER.	SENT BY	REC'D BY	CHECK
Nw 13a		D 13 DH	

RECEIVED at 12,24 P.M. July 13 189

Dated Georgetown S.C. 13

To George Oswald, Clerk of Circuit Court

Please send me copy of Judge Aleys opinion and order in Seneca case

Henry C Winship

Form No. 501.

THE WESTERN UNION TELEGRAPH COMPANY, OF BALTIMORE CITY

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This is an **UNREPEATED MESSAGE** and is delivered by request of the sender, under the conditions named above.

NUMBER	SENT BY	REC'D BY	CHECK.
22 PB	Cn	D	15 PD 3 X

Received at 12 26p Oct 2 189

Dated, Balto Md 2

To R B Oswald

Clerk Circuit Court

Dont fail to telegraph today whether record can be produced in time

J M Lanahan

John P Poe

Form No. 501.

THE WESTERN UNION TELEGRAPH COMPANY, OF BALTIMORE CITY.

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This is an **UNREPEATED MESSAGE** and is delivered by request of the sender, under the conditions named above.

NUMBER	SENT BY	REC'D BY	CHECK.

Received at _____ _____ 189

Dated, _____

To _____

2

of Appeals by Monday morning
before ten oclock and we
will pay for it. Omit
all papers not required by
rules of courts dont commence

BRADLEY T. JOHNSON. BRADLEY S. JOHNSON.

JOHNSON & JOHNSON,
ATTORNEYS AT LAW,
206 COURTLAND STREET.

BALTIMORE, ... 18

The answer of the Canal Co
to the Bill of Stewart in
Cir Court U.S. - dist of Md
must be printed in the record
says Roe — So print
it

B. T. J.

Form No. 501.

THE WESTERN UNION TELEGRAPH COMPANY, OF BALTIMORE CITY.

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This is an **UNREPEATED MESSAGE** and is delivered by request of the sender, under the conditions named above.

NUMBER	SENT BY	RECD BY	CHECK.
1 CM	Cn	D	38 PD

Received at 1230pm Jan 20 188

Dated, Balto Md 20

To Geo B Oswald, Clerk

Please let me know by bearer whether the copies required to be sent out & served on or before 21st by Judge

Form No. 501.

THE WESTERN UNION TELEGRAPH COMPANY, OF BALTIMORE CITY.

This Company **TRANSMITS** and **DELIVERS** messages only on conditions limiting its liability, which have been assented to by the sender of the following message.

Errors can be guarded against only by repeating a message back to the sending station for comparison, and the company will not hold itself liable for errors or delays in transmission or delivery of **Unrepeated Messages**, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after sending the message.

This is an **UNREPEATED MESSAGE** and is delivered by request of the sender, under the conditions named above.

NUMBER	SENT BY	REC'D BY	CHECK.

Received at _____ _____ 189

Dated, _____

To _____

3

the record unless you can
get it to Annapolis before
ten oclock Monday morning answer

T. M. Lanahan
Atty for Canal Company

Form No. 501.

THE WESTERN UNION TELEGRAPH COMPANY, OF BALTIMORE CITY.

This Company **TRANSMITS** and **DELIVERS** messages only on conditions limiting its liability, which have been assented to by the sender of the following message.

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This is an **UNREPEATED MESSAGE** and is delivered by request of the sender, under the conditions named above.

NUMBER	SENT BY	REC'D BY	CHECK.
192	an	B	6 Paid 3 ex

Received at 12:10 pm Oct 2nd 189

Dated, Balto Md 2

To George B. Oswald
Clerk of the Circuit Court

Proceed at once to make out record for appeal. We will mail prayer for appeal today. Employ all help necessary to get record to Court

Form No. 501.

THE WESTERN UNION TELEGRAPH COMPANY, OF BALTIMORE CITY.

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This is an **UNREPEATED MESSAGE** and is delivered by request of the sender, under the conditions named above.

NUMBER	SENT BY	REC'D BY	CHECK.

Received at _____ _____ 188

Dated, _____

To _____

Always order of 15th
have been served on
canal company + oblige
D. J. Wallis,

order of 15th

Copies, ~~[illegible]~~ 21st sent to Boston & Cambr. to be served, by Mr Notarius. —

Decree in
Canal case
Submitted
by Atty General

other papers
also in this
envelope

Mr. Oswald will please send me all the papers on file in the case of the Trustees of the Bondholders against the Chesapeake & Oh. Canal Co

N H Alvey.

139. Th. May. 18

J. H. Martin

D. R. Holland.

11.10

4.65

13.15

1

29.90

Darby

MORRIS BARON
ATTORNEY AT LAW
CUMBERLAND, MARYLAND
LAW BUILDING

August 9, 1930.

Edward Oswald, Esq., Clerk,
Circuit Court of Washington County,
Hagerstown, Maryland,

Dear Sir;

Will you plaese advise me if there is filed in the case of George Brown et al. vs. Chesapeake and Ohio Canal Co. et al. Nos. 4191 and 4198 Equity, Consolidated Causes, a properly authenticated judgment in favor of Hugh Darkey.

I would also like to have you send me a certified copy of the same judgment on the Law side of your Court, and if you will be kind enough to have it made for me, and send me the bill for the costs, I shall be glad to remit at once.

Very truly yours,

Morris Baron

MB:R

502.94
Copy Mld
8/11/30

1929
May 29

32.94

THE UNIVERSITY CLUB

BALTIMORE, MARYLAND

Aug. 27, 1929.

Dear Mr. Oswald,

Please send me a certified copy of the claim of Hugh Darsey which is filed in the canal cases. Send bill & I will remit check.

Very truly

W. C. Dreemon

Address. Lombardy Apts
Baltimore
Md.

Picardy Md.
10/19/29

To the Clerk
Of the Circuit Court of
Washington County

I am writing you a few lines today concerning some business matters that have been taken up in Allegany County By Mr H. J. Glick of Cumberland Md.,
the matters are about Hugh Darkey There is a Claim or Judgement due the Heirs of Hugh Darkey. I understand From the Old Canal Company a number of years back My Mother was a sister of Hugh Darkey she was married to Thomas Donnelly in the year of 1880 I think from What I can understand that this Claim must be a Claim of My Grandfather Darkey if it Dates back to the year of 1847 the Darkey's and Mr Donnelly were C & O Canal Laborers all their live's and if it is nessary that I have to have Wittness's for proof

2

I can get some people that knew
Grandfather Darkey
Mr Hervey Shuck advised me to write
you about this Matter
I would like to hear from you if
it is Possible

I remain
Mary E. Donnelly Gillam

Picardy
Maryland

From
Picardy
Md.

PICARDY.
OCT
19
P.M.
1929
MD.

UNITED STATES POSTAGE
2 CENTS 2

To The Clerk of The
Circuit Court
Of Washington County
Hagerstown
Maryland

Knight Santee

H. R. PRESTON
B. & O. BLDG.
BALTIMORE, MD.

May 28, 1928.

Clerk,
Circuit Court for Washington County,
Hagerstown,
Maryland.

Dear Sir:

Please file the enclosed report of the Trustee of the Chesapeake and Ohio Canal Company in the Canal Cases Nos. 4191 and 4198, Consolidated Causes. No action by the Court is necessary.

Yours truly,

H R Preston

Office of Comptroller
Treasury Department
Annapolis, Maryland

Wm. S. Gordy, Jr.
Comptroller
[redacted]

Joseph O'C. McCusker
Chief Clerk

May 11, 1928

I hereby certify that the attached deed of assignment is a ~~direct~~ correct copy taken from the minutes of the Board of Public Works, of Maryland.

Joseph O'C. McCusker

Secretary
Board of Public Works
of Maryland.

4191
4198 Equity

ESTABLISHED 1808

No. 1337

FARMERS AND MERCHANTS NATIONAL BANK

UNITED STATES, STATE AND CITY DEPOSITARY

CARTER G. OSBURN, PRESIDENT
WM. H. GIDEON, VICE-PRESIDENT
JOHN E. MARSHALL, CASHIER
HARRY S. DUNN, ASSIST. CASHIER
C. B. WINCHESTER, ASSIST. CASHIER
CHAS. C. MYERS, TRUST OFFICER

BALTIMORE, January 27,1926

Clerk of the Circuit Court,for Washington County,
Hagerstown, Md.

Dear Sirs,

Replying to your letter of January 25th, we advise that the title referred to ,is

"Circuit Court of Washington County
To pay Chesapeake & Ohio Canal Co's
Bonds, "

Very truly yours

J. E. Marshall
Cashier

CJM

SLD:EDG

ADDRESS REPLY TO
THE DISTRICT ENGINEER OFFICER
UNITED STATES ENGINEER OFFICE
ROOM 250, OLD LAND OFFICE BUILDING
WASHINGTON, D. C.

WAR DEPARTMENT
UNITED STATES ENGINEER OFFICE
ROOM 250, OLD LAND OFFICE BUILDING
WASHINGTON, D. C

Subject:

January 27, 1923.

Clerk of the Circuit Court, Washington County,

Hagerstown, Md.

Dear Sir:

I have just received from you certified copy of an order of your Court on December 12, 1922, authorizing the surviving trustees of the Chesapeake & Ohio Canal Company to convey certain property to the United States.

Please accept my thanks for your prompt response.

Truly yours,

M. C. Tyler

M. C. Tyler
Major, Corps of Engineers.